

**Tender Addendum No. 1**

Tender Reference: Marine Department Shipbuilding Tender No. 6/2023  
Procuring Department: Water Supplies Department  
Subject: Supply of One (1) Aluminium Alloy General Purpose Launch  
for the Water Supplies Department

**Amendments as follows:**

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

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.*

**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.***

## **Marine Department Shipbuilding Tender No. 6/2023**

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The revised page is attached for replacement. Please replace the relevant page by the revised one attached and submit your tender together with the revised page.

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 **27 June 2024**. To be considered as a valid tender, tenderers must deposit their tender proposals in the Government Logistic Department Tender Box situated at the Ground Floor, North Point Government Offices, 333 Java Road, North Point, Hong Kong or where applicable, other places assigned by a Government officer for depositing bulky tenders (in either case, whichever is applicable, “Specified Tender Box”) **before 12:00 noon on Thursday, 27 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.

- 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.