

## Schedule 1 – Price Schedule

### Supply of Five High Speed Interceptors for the Hong Kong Police Force

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

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

Part 1 – Vessel				
Description	Item (See Notes 1 and 2)	Quantity	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Five Vessels in Ready for Use condition together with all Equipment in compliance with all Original Requirements 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.	Item 1 to Item 5 Each item number stands for one Vessel	5 Vessels	Vessel Unit Price A =	A x 5 =
	Sub-Total for Items 1 to 5 A (i.e. Vessel Unit Price) x 5 =			
Part 2 – Spare Parts				
Description	Item (See Notes 2 and 3)	Quantity	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Spare Parts complying with the Original Requirements	Item 6 – Outboard engines (as specified in Schedule 6)	3 Shipsets	B <sub>1</sub> =	B <sub>1</sub> x 3 =
	Item 7 – Propellers (as specified in Schedule 6)	3 Shipsets	B <sub>2</sub> =	B <sub>2</sub> x 3 =
	Item 8 – Electronic Navigation Equipment in compliance with the requirements in Paragraph 7.1.6 to the Technical Specifications	1 Shipset	B <sub>3</sub> =	B <sub>3</sub> x 1 =
	Sub-Total for Items 6 to 8 B <sub>1</sub> x 3 + B <sub>2</sub> x 3 + B <sub>3</sub> x 1 =			

Part 3 - Ship Model				
Description	Item (See Note 7)	Quantity	Unit Price (HKD/USD)* (See Note 6)	Sub-Total Price
Ship Model in compliance with the requirements in Paragraph 8.2.7 of the Technical Specifications.	Item 9 - Ship Model	3 Units	C =	C x 3 =
	<b>Sub-Total for Item 9</b> C x 3 =			
<b>Total Purchase Price</b> (i.e. The sum of the Sub-Total for Items 1 to 9 specified above):	(See Notes 4 and 5) $A \times 5 + B_1 \times 3 + B_2 \times 3 + B_3 \times 1 + C \times 3 =$			

Note 1: 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 in compliance with and/or exceeding all Original Requirements and all Work in respect of such Vessels to be performed in accordance with such Original Requirements, all Documentation including the As-Fitted Plans and Drawings, and Training.

Note 2: "Original Requirements" is defined in Part I – Lodging of the Tender and Part IV – Conditions of Contract.

Note 3: Spare Parts in Part 2 are additional parts complying with and/or exceeding the Original Requirements to be procured by the Government separate from the Vessel.

Note 4: For the avoidance of doubt, no payment to the Contractor shall be construed as or imply 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.

Note 5: **A tender must offer to supply all the Items 1 to 9 at least complying with the Original Requirements in this Schedule. A partial tender for some but not all items specified in this Schedule will not be considered. Please refer to Clause 12.1 of the Conditions of Tender for details.**

Note 6: Please refer to Clause 12.2 of 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> Item 1	Vessel as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard	Within sixteen (16) months after the Contract Date	See the Notes below
<u>Second Delivery</u> Items 2 and 3		Within twenty two (22) months after the Contract Date	
<u>Third Delivery</u> Items 4 and 5		Within twenty four (24) months after the Contract Date	
Items 6 and 7	All Spare Parts as specified in Part 2 of Schedule 1 in Ready for Use condition and delivered to the Government Dockyard	<u>First Delivery</u> One Shipset each of Item 6 and Item 7 to be delivered to the Government together with Item 1 stated above	
		<u>Second Delivery</u> One Shipset each of Item 6 and Item 7 to be delivered to the Government together with Item 2 and Item 3 stated above	
		<u>Third Delivery</u> One Shipset each of Item 6 and Item 7 to be delivered to the Government together with Item 4 and Item 5 stated above	
Item 8		To be delivered to the Government together with Item 1 stated above	
Item 9	Ship Models as specified in Part 3 of Schedule 1 delivered to the Government Dockyard	To be delivered to the Government together with Item 2 and Item 3 stated above	

Note 1: The Contractor shall provide the Government with fourteen (14) days advance notice in writing of Vessel's delivery.

Note 2: All the items described in Items 1 to 9 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.	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 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 the form set out in Annex A to the 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).	Twenty percent (20%) of the Sub-total for Items 1 to 5 as specified in Part 1 of Schedule 1	Not Applicable
2.	In respect of each Vessel, this instalment shall only be payable upon satisfaction of all of the following: (a) completion of hull structures of the Vessel and (b) receipt by the Government of an Advance Payment Bond in the form set out in Annex A to the 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 outboard engines and propellers on the Vessel and (b) upon receipt by the Government of an Advance Payment Bond in the form set out in Annex A to the 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
4.	In respect of each Vessel, this instalment shall be payable on issuance of the Acceptance Certificate of that Vessel;	Forty percent (40%) 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 (each Vessel in Items 1 to 5) as specified in Schedule 1.

5.	If and to the extent the Contractor has not elected to receive any of the Optional Instalments, such Optional Instalment(s) shall also be payable upon the issuance of the Acceptance Certificate of the Vessel.	The amount of the Optional Instalment(s) which is payable as specified opposite (if any)	Not applicable
6.	Each instalment below shall be payable upon the written confirmation for acceptance by the Government on receipt from the Contractor the following Items:  (a) Spare Parts (Schedule 1 – Items 6 to 8 in Part 2) (b) Ship Models of the Vessel (Schedule 1 - Item 9)	One hundred percent (100%) of the Sub-total price of each relevant item as specified in Schedule 1	Not Applicable

Note 1: Each of Instalments No. 1, No. 2 and No. 3 are “Optional Instalments”. Each of them is only payable where the Contractor has elected to receive the same by issuing an invoice to the Government upon the fulfilment of the other conditions specified in the second column of the relevant instalment. If the Contractor does not elect to receive an Optional Instalment by issuing an invoice within one month upon such fulfilment, such Optional Instalment will only become payable when the Acceptance Certificate for the Vessel has been issued.

Note 2: In relation to each instalment No. 2 and No. 3 specified above, the event specified in (a) of the second column shall only be treated as to have apparently taken place if the Government confirms to this effect in writing based on the evidence available to the Government.

Note3: 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 the Conditions of Contract shall be provided before such instalment is payable. For instalment No. 1, the Contract Deposit equal to 2% of the Total Purchase Price shall also be 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, the overseas 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 by the Government shall be equal to 5% of the Total Purchase Price, or 5% of the Vessel Unit Price as specified in Schedule 1 in respect of each Vessel, whichever is applicable (“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 entire Retention Money shall be released after completion of the Warranty Period (or if there are more than one Vessel being acquired, the last of the Warranty Periods) (including any extension) unless (b) below applies;
- (b) If any defect in one or more Warranty Item is not fixed upon expiry of the Warranty Period (or if there are more than one Vessel being acquired, the last of the Warranty Periods) (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) 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.

Note 7: For the avoidance of doubt, no payment to the Contractor shall be construed as or imply 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**

Item	Liquidated Damages Applicable
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, 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 tests and trials in the Technical Acceptance or failure to comply with any requirement of the Contract (including without limitation any one or more requirement(s) of the Overall Specifications), or even if such delivery has been made, but fails to procure and ensure that that Vessel and all Equipment thereon pass the Delivery Acceptance to the satisfaction of the Government by the same Delivery Date (a "Delayed Vessel"), the Contractor shall pay to the Government for each day or part thereof of delay for that Delayed Vessel an amount equal to 0.125% of the Vessel Unit Price.</p> <p>The aggregate amount payable by the Contractor in respect of each Delayed Vessel shall be capped at a maximum of 15% of the Vessel Unit Price.</p>
The Spare Parts complying with and/or exceeding the Original Requirements (Items 6 to 8) as specified in Part 2 of Schedule 1.	Not applicable
The Ship Model (Item 9) as specified in Part 3 of Schedule 1	Not applicable

### Schedule 5 - Statement of Compliance

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
1	Paragraph 2.3.1 of Part VII of the Tender Documents	The offered Vessels shall be designed and constructed in accordance with the latest edition of the rules and regulations of the RO acceptable to MD. For each and every offered Vessel, design approval and survey during construction shall be carried out by the RO, and examinations and tests shall be witnessed by the RO. A relevant certificate as per Paragraph 2.3.6 of this Part VII shall be provided for the offered Vessel on delivery.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
2	Paragraph 2.4.1 of Part VII of the Tender Documents	When all of the engines are running at their declared maximum (rated) power, in WMO Sea State 0 to 2 under the Intermediate Operational Load Condition specified in Paragraph 1.7.2(e) of this Part VII the minimum achievable speed of the offered Vessel shall be 62 knots. Please also see Annex D to Part II Conditions of Tender.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
3	Paragraph 2.4.2 of Part VII of the Tender Documents	When all of the engines are running at their declared maximum (rated) power, under Minimum Load Condition specified in Paragraph 1.7.2(e) of this Part VII, the minimum achievable speed of the offered Vessel shall be 66 knots. The Minimum Load Condition entails the minimum weight of person, fuel, equipment and fittings to allow the offered Vessel to conduct the trial safely.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
4	Paragraph 2.5.1 of Part VII of the Tender Documents	Length Overall (LOA): 13 to 16 metres  To include any fendering, transom overhang, crash bar and engines	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
5	Paragraph 2.5.2 of Part VII of the Tender Documents	Breadth: 3.0 to 4.8 metres  To include any fendering	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.



Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
6	Paragraph 2.6.1 of Part VII of the Tender Documents	Material of hull, deck and canopy structures shall be either predominately (i.e. 85% of weight of construction material excluding equipment and outfitings) marine grade aluminium alloy, or marine composite.	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 shall be designed to have sufficient space for carrying at least five (5) crew and three (3) other persons. Shock mitigating seats for all eight (8) persons shall be provided with the Vessel as per Paragraphs 3.7.1 to 3.7.8 of this Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
8	Paragraph 2.7.2 of Part VII of the Tender Documents	<p>The Vessel shall be designed for deployment by the HKPF in Hong Kong Waters for all of the following operating profile, days per year and endurance:</p> <p>a) Summary of Typical Daily Operating Profile Operational Hours:</p> <ul style="list-style-type: none"> <li>(i) 1 hour at Wide Open Throttle (WOT);</li> <li>(ii) 2 hours at 45 knots; and</li> <li>(iii) 3 hours loitering.</li> </ul> <p>Note that typically the engines can be considered off during loiter operations.</p> <p>b) Number of days/year: 220 days/year</p> <p>c) Endurance requirement is that sufficient fuel for the greater requirement of the following:</p> <ul style="list-style-type: none"> <li>(i) Operation at WOT for 2hrs; or</li> <li>(ii) The typical daily operating profile mentioned above in point (a) above.</li> </ul> <p>Both for the Intermediate Operational Load Condition (as per Paragraph 1.7.2(e) of this Part VII) without refuelling.</p>	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
9	Paragraph 3.1.1 of Part VII of the Tender Documents	The hull shall be a deep “V” with deadrise angle of not less than nineteen (19) degrees at the transom, with suitable appendages or other design features to minimise potential “side-kick” or “skidding” effects during high-speed manoeuvring.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
10	Paragraph 3.1.2 of Part VII of the Tender Documents	The strength of the hull structure shall be calculated based on reference acceleration at the longitudinal centre of gravity (LCG). This shall be not less than 6g where g is the acceleration due to gravity.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
11	Paragraph 3.1.3 of Part VII of the Tender Documents	The offered Vessel structure shall be designed according to the RO's requirements based on the Full Operational Load Condition provided in Paragraph 1.7.2(e) of this Part VII, as well as the more onerous of the following: a) A design speed of 70 knots in WMO Sea State 0 b) The design speed of 66 knots in WMO Sea State 2 (0.5m significant wave height)	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
12	Paragraph 3.2.5 of Part VII of the Tender Documents	The offered Vessel stability shall be considered satisfactory if for the loading conditions set out in Paragraph 3.2.4(c)(i) the offered Vessel is shown to meet the criteria from Part A Chapter 2 of the IMO Intact Stability Code as specified in MSC.267(85) with the exception of criteria only applicable to passenger vessels and the severe weather criterion (Chapter 3, 3.2) or alternatively the intact stability criteria presented in the UK MCA Police Boat Code (PBC3).	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
13	Paragraph 3.2.6 of Part VII of the Tender Documents	Damaged Stability Criteria The offered Vessel damaged stability shall be considered satisfactory if for the loading conditions set out in Paragraph 3.2.4(c)(i), the offered Vessel is shown to comply with sub-Paragraph (a) below with single compartment flooding. a) The offered Vessel shall remain afloat, with positive freeboard at a point anywhere along the length of the offered Vessel.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
14	Paragraph 4.2.1 of Part VII of the Tender Documents	The offered Vessel shall be powered by an adequate number of marine four-stroke outboard petrol spark ignition engines of adequate power to deliver the Contract Speeds as stated in Paragraphs 2.4.1 and 2.4.2 of this Part VII. The engines shall drive stainless steel fixed pitch propellers through integral gearboxes. The propellers driven by port and starboard engines shall be counter-rotating.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
15	Paragraph 4.2.4 of Part VII of the Tender Documents	The engines shall have a three-star rating (ultra-low emission) or higher as per the California Air Resources Board star system that describes exhaust emissions of both two-stroke and four-stroke outboard engines or equivalent standards.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
16	Paragraph 4.2.8 of Part VII of the Tender Documents	The engines shall be equipped with power trim with switches on the throttle controls/levers that enable the operator to adjust the trim angles on all engines from a single switch whilst making way. If the engines are not connected by a tie bar they shall have secondary individual trim control switches on the primary console. The engines shall be designed to trim fully down to start and be trimmed up as the offered Vessel gains momentum, until reaching the point just before ventilation begin.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.

Item	Tender Reference	Other Original Requirements in Part VII	Compliance Statement (State here Yes or No)
17	Part VII of the Tender Documents	The Tenderer shall also confirm that it will comply with all other specifications set out in the Technical Specifications which are without any label (viz., [E] or [D]) if the Contract is awarded to it.	Yes/ No *
Item	Tender Reference	Desirable Specifications in Part VII	Compliance Statement (State here Yes or No)
18	Part VII of the Tender Documents	The Tenderer may, should it so elect, 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.	Yes/ No * and please identify the Paragraph of Part VII containing such desirable specifications. If not, it shall be deemed that the Tenderer commits to comply with all of them if “Yes” is selected.

\*Deleted as appropriate

Note: If the Tenderer confirms compliance by stating “Yes” in the last column of the above table for Items 1 to 16, 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, 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)

Equipment complying with or exceeding the Original Requirements	Quantity per Vessel (Please propose)	Information (Please provide details)
1. Outboard Engines complying with the Original Requirements or exceeding the Original Requirements specified in Paragraph 4.2 of the Technical Specifications		Name of Manufacturer:
		Name of product as advertised by the Manufacturer:
		Model or Version No. as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm and whether they comply or exceed the Original Requirements:
2. Propellers complying with the Original Requirements or exceeding the Original Requirements set out in Paragraph 4.3 of the Technical Specifications		Name of Manufacturer:
		Name of product as advertised by the Manufacturer:
		Model or Version No. as advertised by the Manufacturer:
		Specifications including Rated Power/Rated rpm and whether they comply or exceed the Original Requirements:
3. 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 Original Requirements specified in the Technical Specifications (please specify details)		

**Note:** The Tenderer should note that the Vessel is for use in Hong Kong and it is desirable for the Tenderer to offer models of outboard engines, propellers, and the Spare Part items that are at present commonly used by ships operating in Hong Kong Waters, and that they have good supports for spare parts and after sale services locally in Hong Kong.

## **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 plans and information listed in Paragraphs (1) and (2) below before the Tender Closing Date.**
- (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 in Paragraphs (1) to (2) 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.

### **(1) Design and Construction of the Proposed Vessel**

- 1.1 Preliminary General Arrangement Plan of the proposed Vessel ("Preliminary GA Plan");
- 1.2 Preliminary lines plan of the proposed Vessel
- 1.3 Preliminary stability information and intact stability calculation with the curves of stability
- 1.4 Preliminary damaged stability with each compartment of the proposed Vessel being damaged;
- 1.5 Preliminary Construction plans – covering midship, profile and deck, bulkhead of the proposed Vessel ("Preliminary Construction Plan");
- 1.6 Weight and centre of gravity prediction calculations with breakdowns for the proposed Vessel;
- 1.7 Power/speed predictions for the Contract Speed(s) at its sea trial conditions, together with a descriptive account of the philosophy and methodology employed for such speed predictions/evaluations;
- 1.8 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 fully loaded conditions.

### **(2) Machinery**

- 2.1 Fuel oil tanks capacity calculations showing compliance with the requirements set out in Paragraph 2.7.2 (c) of the Technical Specifications.
- 2.2 Technical information of the propulsion engine and propellers as published by the engine manufacturer, including fuel oil consumption data.

## **Schedule 8 - Tenderer's Information**

### **1. Particulars of Tenderer:**

- (a) Name of Company/Business Organisation:
- (b) Address:
- (c) Telephone No./Fax No.:
- (d) Length of Business Experience:
- (e) Shareholders of the Company and their Percentages of Shareholding:
- (f) Names and Residential Addresses of:
  - i) managing director; and
  - ii) other directors;
- (g) Place and Date of Incorporation or Formation:
- (h) Name(s) of nominated person(s) to be contacted for this tender or the Contract (as the case may be):

Name	Position
i) _____	_____
ii) _____	_____
iii) _____	_____
- (i) All corporate documents and information required in Clause 7.1 of Part II – Conditions of Tender and not specified above (where applicable).

### **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:

### **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.

- (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 (if any)**

- (a) Name of Sub-contractor:
- (b) Address:
- (c) Telephone No.:
- (d) Fax No.:
- (e) Name of Person in Charge:
- (f) Brief Description of the Sub-contract Work:



## 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 1.5.4 and 2.3.5 of Part VII - Technical Specifications)

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: a) Lloyd's Register ("LR") <del>✗</del>100A1 SSC PATROL HSC G2; or b) DNVGL <del>✗</del>A1 HSLC PATROL R3; or c) American Bureau of Shipping ("ABS") <del>✗</del>A1 HSC SPECIAL GOVERNMENT SERVICE AMS; or d) Other notations equivalent to any of the above, subject to agreement with GNC ]</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**

The Tenderer shall provide in the relevant table below information of its past experience of the different “Design Type” of vessels as further defined in the Marking Scheme in Annex D (Marking Scheme) to Part II – Conditions to Tender together with the supporting documents.

For each “Design Type” of vessels to be evaluated under assessment criteria in (B)(1) 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 “Design Type” of vessels 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.

# 1. Tenderer's Experience

## Experience in the Design Type of vessel project(s) specified in Assessment Criterion (B)1 of the Marking Scheme

I/We confirm that I/we have experience in the completion of the design and construction of vessels each of which is capable of speeds of fifty-five (55) knots or above and used by Government /Law Enforcement Agencies in the past ten (10) years prior to the Original Tender Closing Date with details below. Such vessels belong to \_\_\_\_\_ number of "Design Type".

	Design Type No. 1	Design Type No. 2	Design Type No. 3	Design Type No. 4	Design Type No. 5	Design Type No. 6
"Design Type" name, title or Identification						
Project Name						
No. of vessels built						
Name of Purchaser						
Name of rescue, military or law enforcement agency operating the vessels						
Average number of years in operations						
Contract Date (dd/mm/yy)						
Date of acceptance of the completed vessel by the purchaser (dd/mm/yy)						
General Arrangement plan of the Design Type included here? (Y / N)						
Length (metres)						
Breadth (metres)						
Deadrise angle at stern						
Designed displacement (metric tonnes)						
Hull material (aluminium, GRP, FRP, etc.)						
Maximum speed (knots)						
Propulsion method: (i) outboard engines, or (ii) inboard engines with sterndrives, or (iii) inboard engines with surface drives, or (iv) inboard engines with waterjets						
Designed and built to Class Society rules? (Y/N). If yes, which Class?						

- Notes: (1) Please use separate sheet(s) if the space above is inadequate or if the tenderer have more than six (6) Design Type of vessels to be considered
- (2) Please refer to the applicable Notes at the end of the Marking Scheme concerning the restrictions on the experience to be taken into account.

## Schedule 11 – Innovative Suggestions

Tenderers are encouraged to provide in this Schedule practicable innovative reliable and sustainable suggestions which can bring any of the benefits that are directly relevant to the procurement covered by the Invitation to Tender and listed in Assessment Criterion (A)3 of the Marking Scheme (and repeated in the table below) (viz. “Innovative Suggestions”)

Item No. of the Innovative Suggestions - Assessment Criterion	Corresponding Paragraph of the Technical Specifications stating the Original Requirements which the Innovative Suggestion exceed (if any)	Benefit achieved by the proposed Innovative Suggestions	Description, specifications and details of the offered Innovative Suggestions	Index of relevant page of the supporting documents
(A)3.a)	Paragraph 1.2.1 of the Technical Specifications			
(A) 3.b)	Paragraph 1.2.2.d) of the Technical Specifications			
(A) 3.c)	Paragraph 1.2.2.g) of the Technical Specifications			

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

### **Supply of Five (5) High Speed Interceptors for the Hong Kong Police Force**

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

Dear Sir / Madam,

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

Non-collusion

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

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

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

#### Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning 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 the Conditions of Tender in Part II, 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

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Name of the authorised signatory :  
(where applicable)

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Title of the authorised signatory :  
(where applicable)

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Date :

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