

**APPENDIX B  
COMPANY EXPERIENCE**

*(This form is to be filled in by all tenderers; and by each one of the joint-venture partners if the tenderer is a joint-venture concern)*

Firm Name/Business Address:

Year the firm was established:

Personnel by discipline: (Name each person only once, by primary function  
Please provide a "nil" return if no one is responsible).

- ..... Administrative
- ..... Project manager
- ..... Naval architect
- ..... Marine engineer
- ..... Ship designer
- ..... Shipyard chief supervisor
- ..... Quality controller
- ..... Quality assurance manager

Key consultants (if any) who will be used by the firm in performing the project:

Profile of firm's project experience in last 10 years

	State whether company is the main Contractor, or Join-Venture partner, or Sub-Contractor	Project Name and Location	Owner name & Address	Cost of Work	Completion Date (Actual or Estimate)
1					
2					
3					
4					
5					

*(continue on separate sheets as required)*

I certify the above statements are facts

.....

Authorized signature of the firm

Name:

Position in the firm:

Date:

**APPENDIX C**  
**JOINT-VENTURE MEMBER DETAILS**

*(This form is to be filled in by each one of the joint-venture partner companies)*

Firm Name/Business Address:

Name, title & telephone and fax and e-mail No. of the principal person to contact:

Address of office to perform work:

FOR THIS PROJECT, list of all participating firms and the specific area of responsibility of **each** participating firm:

Work by the firm in the past which best illustrate current qualifications **relevant to this project** (List not more than 10):

	Project name & location	Nature of firm's responsibility	Project owner name & address; and Project Manager name and phone/fax number	Completion Date (Actual or Estimate)	Estimated Cost	
						Work for which firm was/is responsible
1						
2						
3						
4						
5						

*(continue on separate sheets as required)*

I certify the above statements are facts

.....

Authorized signature of the firm

Name:

Position in the firm:

Date:

## APPENDIX D

### FORM OF JOINT AND SEVERAL GUARANTEE

THIS GUARANTEE is made the                      day of                      200

BETWEEN:

(1) [                      ] [the full name should be set out] whose registered office is  
at [                      ]  
and [                      ] [the full name should be set out] whose registered office is  
at [                      ]

(hereinafter collectively called "the Guarantors").

**(2) The Government of the Hong Kong Special Administrative Region of the People's Republic of China (together with its successors and assigns, hereinafter called 'the Purchaser').**

WHEREAS

**(A) By a Contract (hereinafter called 'the Contract') between the Purchaser and [                      ] (hereinafter called "the Contractor") dated [                      ], the Purchaser and the Contractor undertook certain obligations towards each other in relation to the design, construction and warranty services of [                      ].**

(B) Pursuant to the terms of the Contract, the Contractor agreed to procure the provision of a guarantee in the terms hereof.

(C) The Guarantors are shareholders of the Contractor and at the request of the Contractor have agreed to guarantee jointly and severally the due performance of the Contract in the manner hereinafter appearing.

IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the Purchaser entering into the Contract with the Contractor, the Guarantors hereby irrevocably and unconditionally guarantee to the Purchaser as a primary obligation and not as a surety punctual true and faithful performance and observance by the Contractor of the obligations, terms conditions and liabilities to be performed, observed and assumed by him under the provisions of the Contract and of any further agreement entered into between the Purchaser and the Contractor in connection with the Contract and in furtherance of this guarantee irrevocably and unconditionally undertake and guarantee that on demand by the Purchaser the Guarantors shall perform, observe and assume those obligations, terms, conditions and liabilities.

2. The Guarantors irrevocably and unconditionally indemnify the Purchaser against all losses, damages, costs and expenses suffered or incurred by the Purchaser arising by reason of any act, default or omission on the part of the Contractor in the performance, observance and assumption of the Contractor's obligations, terms, conditions and liabilities under the provisions of the Contract and of any further agreement entered into between the Purchaser and the Contractor in connection with the Contract.
3. The Guarantors irrevocably and unconditionally indemnify the Purchaser against all losses, damages, costs and expenses suffered or incurred by the Purchaser arising by reason of any act, default or omission on the part of the Guarantors in the performance and observance of their obligations hereunder.
4. This Guarantee and the Guarantors' obligations hereunder shall remain in full force and effect and shall not be affected or discharged by:-
  - 4.1 any alteration (whether or not made with the Guarantors' consent) to the terms of the Contract made by agreement between the Purchaser and the Contractor in the extent or nature of the works or services to be carried out thereunder;
  - 4.2 any suspension of the Works or the Operation (as defined in the Contract) or time being given to the Contractor or by any other indulgence or concession to the Contractor or by any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;
  - 4.3 any other bond, security or guarantee now or hereafter held by the Purchaser for all or any part of the obligations of the Contractor under the Contract or any release or waiver thereof;
  - 4.4 the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, re-organisation, arrangement, compensation or other proceedings of or affecting the Contractor or his assets, or any change in the constitution or shareholdings of the Contractor,
  - 4.5 any assignment by the Contractor of any or all of the obligations, terms and conditions to be performed and observed under the Contract whether or not any such assignment has been consented to;
  - 4.6 without prejudice to the generality of the foregoing any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision can, would or might constitute or afford a legal or equitable discharge or release of or defence to a guarantor, other than the express written release by the Purchaser of the Guarantors' obligations.

5. The Guarantors shall not on any ground whatsoever claim or recover by the institution of proceedings or the threat of proceedings or otherwise or claim any set-off or counterclaim against the Contractor or prove in competition with the Purchaser for the recovery of any payment by the Guarantors hereunder or be entitled in competition with the Purchaser to claim or have the benefit of any security which the Purchaser holds or may hold for any money or liabilities due or incurred by the Contractor to the Purchaser and in case the Guarantors receive any sums from the Contractor in respect of any payment by the Guarantors hereunder the Guarantors shall hold such monies in trust for the Purchaser so long as any sums are payable (contingently or otherwise) hereunder.
6. The Guarantors shall not be released from liability under this Guarantee by reason of the unenforceability, invalidity or termination of the Contract for any reason whatsoever.
7. The Guarantors hereby represents that, with respect to their obligations, liabilities or any other matter under or arising out of or in connection with this Guarantee, neither they or any of their properties or assets have, in Hong Kong Special Administrative Region of the People's Republic of China, or in any other jurisdiction, any right of immunity on the grounds of sovereignty or otherwise from any legal action, suit or proceedings; from the giving of relief in any legal action, suit or proceedings; from set-off or counterclaim; from the jurisdiction of any court, in Hong Kong Special Administrative Region of the People's Republic of China or in any other jurisdiction; from service of process upon them or any agent; from attachment prior to judgment in order to obtain satisfaction thereof; from attachment after judgment or from execution or any other process for the enforcement of any judgment or other legal process in any jurisdiction; and to the extent that the Guarantors are or become entitled to any immunity as aforesaid, in Hong Kong Special Administrative Region of the People's Republic of China or in any other jurisdiction with respect of their obligations, liabilities or any other matter under or arising out of or in connection with this Guarantee, they do hereby and will irrevocably and unconditionally waive and agree not to plead or claim any such immunity. The Guarantors further consent to the giving of any relief in any legal action, suit or proceeding and to execution or any other form of process for the enforcement of any judgment against them or their assets.
8. The Guarantors shall be jointly and severally liable for their obligations under this Guarantee and all references to the Guarantors shall take effect as references to all the Guarantors or any of them.
9. This Guarantee shall be governed by and interpreted according to the laws for the time being in force of Hong Kong Special Administrative Region of the People's Republic of China and the Guarantors hereby agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region of the People's Republic of China and irrevocably appoint the Contractor to act as their duly appointed agent for the acceptance of the service of process.

**IN WITNESS WHEREOF this Guarantee has been executed as a deed on the date first above written.**

**THE COMMON SEAL of** )  
[ ] )  
**was affixed in the presence of** )  
[ ] )

OR

SIGNED, SEALED AND DELIVERED

for and on behalf of and as lawful attorney )  
of [ ] under a power of attorney dated )  
[ ] by [ ] )  
in the presence of [ ] )

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For use where the Guarantor, where a firm or limited company, executes through an attorney.

**APPENDIX E**

**TENDERER'S INFORMATION**

**TO: MARINE DEPARTMENT**

**1. TENDER REFERENCE:**

G.N. 2847

Date: 8 May 2009

**2. NATURE OF TENDER**

Construction of One (1) Steel Tug for Marine Department

**3. PARTICULARS OF TENDERERS**

A) Name of Company: \_\_\_\_\_

B) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C) Telephone No.: \_\_\_\_\_ D) Fax No.: \_\_\_\_\_

E) Name of Officer in Charge:  
Mr/Mrs/Ms/Miss\* \_\_\_\_\_

**4) PARTICULARS OF TENDERER'S AGENT IN HONG KONG (IF ANY)**

A) Name of Company: \_\_\_\_\_

B) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C) Telephone No.: \_\_\_\_\_ D) Fax No. : \_\_\_\_\_

E) Name of Officer in Charge:  
Mr/Mrs/Ms/Miss\* \_\_\_\_\_

\* delete whichever inappropriate