

Supply of Forty-four (44) Rigid Hull Inflatable Boats for the Leisure and Cultural Services Department

Schedule 1 – Price Schedule

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 Vessel as per the Contract.
3. The Total Purchase Price
 - (a) The Unit Price

Part 1 – Vessel				
Description	Item (See Note 1)	Estimated Quantity	Unit Price per Vessel (HKD) (See Note 5)	Estimated Sub-Total Price
Vessels - Rigid hull inflatable boats together with all Equipment, including outboard engines in compliance with all requirements of the Contract including those set out in the Technical Specifications and all Work in respect of each Vessel to be performed in accordance with the Contract and Documentation	Item 1: Rigid hull inflatable boat with overall length of 3.0 metres to 3.2 metres and outboard engine of 4 horsepowers	2 Vessels	$A_1 =$	$A_1 \times 2 =$
	Item 2: Rigid hull inflatable boat with overall length of 3.0 metres to 3.2 metres and outboard engine of 15 horsepowers	35 Vessels	$A_2 =$	$A_2 \times 35 =$
	Item 3: Rigid hull inflatable boat with overall length of 4.1 metres to 4.2 metres and outboard engine of 50 horsepowers	2 Vessels	$A_3 =$	$A_3 \times 2 =$
	Item 4: Rigid hull inflatable boat with overall length of 4.5 metres to 4.8 metres and outboard engine of 50 horsepowers	4 Vessels	$A_4 =$	$A_4 \times 4 =$
	Item 5: Rigid hull inflatable boat with overall length of 5.2 metres to 5.6 metres and outboard engine of 70 horsepowers	1 Vessel	$A_5 =$	$A_5 \times 1 =$
	Estimated Sub-Total: Items 1 to 5 $A = A_1 \times 2 + A_2 \times 35 + A_3 \times 2 + A_4 \times 4 + A_5 \times 1 =$			

Part 2 – Spare Outboard Engine				
Description	Item (See Note 2)	Estimated Quantity	Unit Price (HKD) (See Note 5)	Sub-Total Price
Spare outboard engines in compliance with all requirements of the Contract including those set out in the Technical Specifications	Item 6: Spare outboard engine of 4 horsepowers for Item 1	1 Unit	$B_1 =$	$B_1 \times 1 =$
	Item 7: Spare outboard engine of 15 horsepowers for Item 2	12 Units	$B_2 =$	$B_2 \times 12 =$
	Item 8: Spare outboard engine of 50 horsepowers for Items 3 and 4	4 Units	$B_3 =$	$B_3 \times 4 =$
	Estimated Sub-Total: Items 6 to 8 $B = B_1 \times 1 + B_2 \times 12 + B_3 \times 4 =$			
Estimated Total Purchase Price (i.e. The sum of the Estimated Sub-Totals for Items 1 to 8 specified above):	(See Notes 3 and 4)			

(b) **Calculation of Total Purchase Price :**

Total Purchase Price = Summation of [{Actual quantity of the respective items in Parts 1 and 2 accepted by the Government} x {Unit price quoted for respective items in Parts 1 and 2 above}].

- Note 1: The Estimated Sub-Total for Items 1 to 5 in Part 1 is the price of the estimated requested number of Vessel(s), and Equipment for such Vessel in compliance with all requirements of the Contract including those set out in the Technical Specifications and all Work in respect of such Vessel to be performed in accordance with the Contract and all Documentation.
- Note 2: Spare outboard engines in Part 2 are additional parts to be procured by the Government separate from the Vessel.
- Note 3: 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 4: **A tender must offer to supply all the items specified 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 5: Please refer to Clause 12.2 of the Conditions of Tender and specify the currency quoted.

Schedule 2 - Delivery Schedule

Item	Description	Delivery Date	Remarks
Items 1 and 2	Vessel as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the MD's designated locations.	Within twenty (20) weeks from the date of Order or on the date specified in the Order, whichever is the later.	See Notes 1 to 4 below.
Items 3 to 5	Vessel as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the MD's designated locations.	Within twenty-two (22) weeks from the date of Order or on the date specified in the Order, whichever is the later.	
Items 6 to 8	All Spare Outboard Engines as specified in Part 2 of Schedule 1, all in Ready for Use condition and delivered to the MD's designated locations.	To be delivered to the Government together with respective Vessels under Items 1 to 5 according to the delivery requirements stated above.	

- Note 1: The Contractor shall provide the Government with 14 days' advance notice in writing of Vessel's delivery.
- Note 2: All the items described in Items 1 to 8 above shall be delivered to the MD's designated locations.
- Note 3: Orders may be placed by the MD for any quantities of the Vessel and all associated accessories on an "as and when required" basis from time to time and at any time during the Contract Period.
- Note 4: The Contractor shall deliver the Vessel and all associated accessories to various locations of LCSD listed in **Attachment A**. The tentative delivery locations provided in Attachment A are for the Contractor's reference only. The Government reserves the right to add or delete any delivery locations during the Contract Period.

Tentative Delivery Locations

<u>Delivery Locations of LCSD</u>	<u>Addresses</u>
Beaches at Southern District	Stanley Main Beach Stanley Beach Road, Stanley
Beaches at Tsuen Wan District	Anglers' Beach 13 milestone, Castle Peak Road, Tsuen Wan Ma Wan Tung Wan Beach Pak Lai Road, Ma Wan
Beaches at Islands District	Cheung Chau Tung Wan Beach Cheung Chau Beach Road, Cheung Chau Hung Shing Yeh Beach Yung Shue Wan, Lamma Island Kwun Yam Beach Hak Pai Road, Cheung Chau Lo So Shing Beach Sok Kwu Wan, Lamma Island Silver Mine Bay Beach Tung Wan Tau Road, Mui Wo, Lantau Island Tong Fuk Beach South Lantau Road, Lantau Island
Beaches at Tuen Mun District	Butterfly Beach Area 45, Lulng Mun Road, Tuen Mun, N.T. Cafeteria New Beach 18.5 milestone, Castle Peak Road, Tuen Mun, N.T. Cafeteria Old Beach 18.75 milestone, Castle Peak Road, Tuen Mun, N.T. Castle Peak Beach 19 milestone, Castle Peak Road, Tuen Mun, N.T. Golden Beach 18.5 milestone, Castle Peak Road, Tuen Mun, N.T. Kadoorie Beach 18.75 milestone, Castle Peak Road, Tuen Mun, N.T.
Chong Hing Water Sports Centre	West Sea Cofferdam, High Island Reservoir, Sai Kung, N.T.
Stanley Main Beach Water Sports Centre	Stanley Link Road, Stanley, Hong Kong
St. Stephen's Beach Water Sports Centre	Wong Ma Kok Path, Stanley, Hong Kong
Tai Mei Tuk Water Sports Centre	Main Dam, Plover Cove Reservoir, Tai Mei Tuk, Tai Po, N.T.
The Jockey Club Wong Shek Water Sports Centre	Wong Shek Pier, Sai Kung, N.T.

Schedule 3 - Payment Schedule and Retention Money

No.	Description	Payment in Percentage	A portion of the Payment to be Retained by Government
1.	<p><u>Vessels</u> (Schedule 1 – Items 1 to 5)</p> <p>In respect of each Vessel, payment shall be made on issuance of the Acceptance Certificate of that Vessel.</p>	One hundred percent (100%) of the Vessel Unit Price of that Vessel as specified in Schedule 1.	Five percent (5%) of the Vessel Unit Price of that Vessel as specified in Schedule 1.
2.	<p><u>Spare Outboard Engines</u> (Schedule 1 – Items 6 to 8)</p> <p>In respect of each Spare Outboard Engine, payment shall be made upon the written confirmation for acceptance by the Government on receipt from the Contractor for that Spare Outboard Engine.</p>	One hundred percent (100%) of the Sub-total price of each relevant items as specified in Schedule 1	Not Applicable

Note 1: 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 2: In respect of each Vessel, the total retention money withheld by the Government shall be equal to 5% of the Vessel Unit Price of that Vessel as specified in Schedule 1 ("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 3: 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

Part	Item	Liquidated Damages Applicable
Part 1	A Vessel (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 in the Technical Specifications, the Warranties or in the Schedules), 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>
Part 2	The Spare Outboard Engine (Items 6 to 8) as specified in Part 2 of Schedule 1.	Not applicable

Schedule 5 - Statement of Compliance for the Essential Requirements

Item	Tender Reference	Essential Requirements concerning experience	Compliance Statement (State here Yes or No)
1(a)	Clause 8.1 of Part II of the Tender Documents	The Tenderer must have an aggregate of at least five (5) years' experience in performing and completing one or more vessel design and construction project(s) ("Vessel Project(s)") within the past ten (10) years prior to the Original Tender Closing Date.	Yes/ No * If Yes, please provide details as required in Notes 1 and 2.
1(b)	Clause 8.1 of Part II of the Tender Documents	In the past ten (10) years prior to the Original Tender Closing Date, the Tenderer must have completed at least ten (10) similar sized rigid hull inflatable boat's design and construction in relation to the vessel(s). Each vessel must have a length overall ranging from 1.9 metres to 6 metres.	Yes/ No * If Yes, please provide details as required in Notes 1 and 2.
Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
2.	Paragraphs 1.5.3 and 2.2.1 of Part VII of the Tender Documents	The Vessel shall be designed and constructed in accordance with International Organization for Standardization (ISO) or American Boat & Yacht Council, Inc. (ABYC) or other equivalent international or national standard.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
3.	Paragraphs 1.5.4 and 2.2.2 of Part VII of the Tender Documents	The Vessel shall be designed for voyages in coastal waters, large bays, estuaries, lakes and rivers where conditions up to, and including, wind force 6 and significant wave heights up to, and including, two metres may be experienced.	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.
4.	Paragraph 2.4.1 of Part VII of the Tender Documents	The principle dimensions of the Vessel shall be: Items 1 and 2: Length overall: 3.0 metres to 3.2 metres Extreme breadth: 1.7 metres to 1.8 metres Item 3: Length overall: 4.1 metres to 4.2 metres Extreme breadth: 1.8 metres to 1.9 metres	Yes/ No * If Yes, please identify the relevant part of the tender to support this compliance.

		<p>Item 4:</p> <p>Length overall: 4.5 metres to 4.8 metres Extreme breadth: 1.9 metres to 2.1 metres</p> <p>Item 5</p> <p>Length overall: 5.2 metres to 5.6 metres Extreme breadth: 2.0 metres to 2.3 metres</p>	
5.	Paragraph 2.4.2 of Part VII of the Tender Documents	<p>The carrying capacity of the Vessel shall be:</p> <p>Items 1 and 2:</p> <p>Carrying capacity: Five (5) persons Payload: At least 450 Kg</p> <p>Item 3:</p> <p>Carrying capacity: Six (6) persons Payload: At least 550 Kg</p> <p>Item 4:</p> <p>Carrying capacity: Eight (8) persons Payload: At least 800 Kg</p> <p>Item 5:</p> <p>Carrying capacity: Ten (10) persons Payload: At least 900 Kg</p>	<p>Yes/ No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
6.	Paragraph 2.5 of Part VII of the Tender Documents	<p>Material of the Construction:</p> <p>Material of hull structure shall be glass-fibre reinforced plastic or polyester for Items 1 and 2.</p> <p>Material of hull structure shall be glass-fibre reinforced plastic for Items 3 to 5.</p> <p>The foam filled sandwich construction of the hull of the Vessel shall not be accepted.</p> <p>Material of buoyancy tube shall be Hypalon or Neoprene substrate.</p>	<p>Yes/ No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>
7.	Paragraph 2.6.4 of Part VII of the Tender Documents	<p>The Vessel shall be powered by single, four-stroke outboard engine. The outboard engine shall be environmental friendly engines with California Air Research Board - the exhaust emission star system for outboard motors: at least three stars ultra-low emission outboard engine.</p> <p>Item 1:</p> <p>Power of Outboard Engine : 4 Horsepowers</p> <p>Starting System : Both manual and electric starting</p>	<p>Yes/ No *</p> <p>If Yes, please identify the relevant part of the tender to support this compliance.</p>

		<p>Type of Steering : Direct tiller control</p> <p>Type of Control : Separate control for throttling and gear shifting</p> <p>Item 2:</p> <p>Power of Outboard Engine : 15 Horsepowers</p> <p>Starting System : Both manual and electric starting</p> <p>Type of Steering : Direct tiller control</p> <p>Type of Control : Separate control for throttling and gear shifting</p> <p>Items 3 and 4:</p> <p>Power of Outboard Engine : 50 Horsepowers</p> <p>Starting System : Electric starting</p> <p>Type of Steering : Hydraulic remote</p> <p>Type of Control : Control console</p> <p>Item 5:</p> <p>Power of Outboard Engine : 70 Horsepowers</p> <p>Starting System : Electric starting</p> <p>Type of Steering : Hydraulic remote</p> <p>Type of Control : Control console</p>	
8.	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 *

* Delete as appropriate

Note 1: Please provide details of the previous Vessel Project(s) to prove compliance with the Essential Requirement as specified in Item 1 above plus supporting documents including relevant contracts and delivery acceptance documents or other documentary evidence. Delivery acceptance documents must have been signed by the relevant purchaser of the vessel or a classification society. Delivery acceptance documents issued and signed solely by the Tenderer are not acceptable.

(a) Experience on vessel design and construction (see Item 1(a) above).

I/We confirm that I/we have an aggregate of _____ years' experience in performing and completing one or more vessel design and construction project(s) ("Vessel Project(s)") within the past ten (10) years prior to the Original Tender Closing Date set out below:

	Project Name	Purchaser's Name	Contract Date (dd/mm/yy)	Date of delivery of the Completed Vessel to the Purchaser (dd/mm/yy)
1				
2				
....				

(b) Experience on design and construction of vessel project(s) specified in Item 1(b) above.

	Project Name	Purchaser's Name	Contract Date (dd/mm/yy)	Date of Delivery of the Completed Vessel to the Purchaser (dd/mm/yy)	LOA	Main Engines Type	Material (Glass-fibre Reinforced Plastic) (Y=Yes; N=No)	No. of Vessel Built
1								
2								
...								

Note 2: Please see Clause 5.3 of the Conditions of Tender and the Notes to Annex C to the Conditions of Tender before completing this Schedule.

Schedule 6 - List of Major Equipment to be Supplied

Please refer to Clauses 6.1 and 9.1 of the Conditions of Tender. All Equipment specified below must be Proprietary Made (as defined in the Conditions of Contract).

Equipment	Quantity per Vessel	Information
1. Outboard engine of 4 horsepowers (for Items 1 and 6)		Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version number as advertised by the Manufacturer
2. Outboard engine of 15 horsepowers (for Items 2 and 7)		Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version number as advertised by the Manufacturer
3. Outboard engine of 50 horsepowers (for Items 3, 4 and 8)		Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version number as advertised by the Manufacturer
4. Outboard engine of 70 horsepowers (for Item 5)		Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version number as advertised by the Manufacturer
5. 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 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 main engines and waterjets 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) and (2) below are preliminary and for tender evaluation purpose only.** The plans and information shall be further refined and developed, and subject to confirmation and approval by the Government.

1. Design and Construction of the Proposed Vessel

- 1.1 General Arrangement Plan of the proposed Vessel;
- 1.2 The specifications and characteristics of the proposed Vessel with manufacture's product literature and brochures;
- 1.3 Details of local support services or dealership of the Vessel in Hong Kong;
- 1.4 Document from the builder of Vessel showing the design and construction of Vessel in accordance with International or National standard, such as International Organization for Standardization (ISO) or American Boat & Yacht Council, Inc. (ABYC); and the Vessel designed to Category C of Directive 2013/53/EU of the European Parliament and of the Council; and
- 1.5 Declaration certificate or letter of declaration from the manufacturer to confirm that the Vessels for Items 3 to 5 specified in Schedule 1 are fit for rescue purpose.

2. Machinery

- 2.1 The specifications and characteristics of the outboard engines with manufacturer's product literature and brochures; and
- 2.2 Details of local support services or dealership of outboard engines and on board equipment in Hong Kong.

Schedule 8 - Tenderer's Information

1. **Tender Reference:** Marine Department Shipbuilding Tender No. 2/2018
2. **Nature of Tender:** Supply of Forty-four (44) Rigid Hull Inflatable Boats for the Leisure and Cultural Services Department

3. **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) _____	_____

4. **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:

5. **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.

6. **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: