

Supply of Two (2) Hovercraft for the Hong Kong Police Force

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.

| Part 1 – Vessel | | | | |
|---|---|-----------|--|-----------------|
| Description | Item (See Note 1) | Quantity | Unit Price per Vessel (HKD/USD)* (See Note 4) | Sub-Total Price |
| Vessels – Hovercraft together with all Equipment in compliance with all requirements for each such Vessel 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, all Documentation including the As-Fitted Plans and Drawings, and Training. | Item 1 and Item 2 Each item number stands for one Vessel | 2 Vessels | A = | A x 2 = |
| | Sub-Total: Items 1 to 2 A x 2 = | | | |
| Total Purchase Price (i.e. The sum of the Sub-Totals for Items 1 and 2 specified above): | (See Notes 2 and 3) | | | |

Note 1: The Sub-Total for Items 1 to 2 in Part 1 is the price of the requested number of Vessels, 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, all Documentation including the As-Fitted Plans and Drawings, and Training.

Note 2: 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 3: **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 4: Please refer to Clause 12.2 of the Conditions of Tender and specify the currency quoted.

* Delete as appropriate

Schedule 2 - Delivery Schedule

| Item | Description | Delivery Date | Remarks |
|---------------|--|--|---------------------|
| Items 1 and 2 | Vessels as specified in Part 1 of Schedule 1 to Part V, all in Ready for Use condition and delivered to the Government Dockyard, including the final version of the As-Fitted Plans and Drawings stipulated in Annex 6 to Part VII | Within nine (9) months after the Contract Date | See the Notes below |

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 and 2 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). | Ten percent (10%) of the Sub-total for Items 1 and 2 as specified in 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 Vessels 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 specified in 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 engines, propeller and steering system on the Vessels 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 specified in Schedule 1 | Not Applicable |
| 4. | In respect of each Vessel, this instalment shall be payable on issuance of the Acceptance Certificate of the Vessels; | Fifty percent (50%) of the Vessel Unit Price of that Vessel specified in Schedule 1 | Five percent (5%) of the Vessel Unit Price of that Vessel 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 Vessels. | The amount of the Optional Instalment(s) which is payable as specified opposite (if any) | 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.
- 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 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 not more than 5% of the Total Purchase Price 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 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

| Part | Item | Liquidated Damages Applicable |
|--------|--|--|
| Part 1 | A Vessel as specified in Part 1 of Schedule 1. | <p>If the Contractor fails to deliver to the Delivery Location the two (2) Vessels and all Equipment thereon, by the Delivery Date stipulated in Schedule 2, all in Ready for Use condition, whether because of the Vessels 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 those Vessels and all Equipment thereon pass the Delivery Acceptance to the satisfaction of the Government by the same Delivery Date ("Delayed Vessels"), the Contractor shall pay to the Government for each day or part thereof of delay for that Delayed Vessels 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> |

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 | In the past ten (10) years prior to the Original Tender Closing Date, the Tenderer must have: <ul style="list-style-type: none"> (i) an aggregate of at least five (5) years' experience in performing and completing vessel design and construction contract(s) for aluminium hulled or fibre reinforced plastic (FRP) hulled patrol, law enforcement or rescue vessels; and (ii) supplied such vessels to at least one (1) government law enforcement, rescue and/or military agency. | 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 designed, built and delivered at least ten (10) aluminium or fibre reinforced plastic (FRP) hovercraft: <ul style="list-style-type: none"> (i) with length overall of not less than 8 metres; (ii) such vessels must have achieved the speed of at least 28 knots; and (iii) supplied to at least one (1) government law enforcement, rescue and/or military agency. Identities of these agencies shall be submitted with the tender. | 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 | Paragraph 1.1.3 of Part VII of the Tender Documents | The offered Vessel shall be a commercially available, military or law enforcement use, aluminium-hulled, diesel fuelled hovercraft, with twin engines for providing lift and propulsion. | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |
| 3 | Paragraph 2.3.1 of Part VII of the Tender Documents | The offered Vessel shall be built in marine grade aluminium alloy hull structure suitable for the use in marine environment with twin-engines as a hovercraft, and separate propeller/fan for propulsion and lift respectively. | Yes/No * If Yes, please provide details as required in Notes 1 and 2. |
| 4 | Paragraph 2.3.2 of Part VII of the Tender Documents | The offered Vessel shall have a partially covered cockpit for eight (8) persons, and has a payload of at least 950kg. | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |
| 5 | Paragraph 2.3.3 of Part VII of the Tender Documents | The offered Vessel shall be designed for access to shallow water and intertidal mudflat for purpose as specified in Paragraph 1.2.1 of Part VII. | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |
| 6 | Paragraph 2.4.1 of Part VII of the Tender Documents | The offered Vessel shall be designed and constructed in accordance with the latest edition of The Hovercraft Code or equivalent. | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |

| | | | |
|----|---|---|---|
| 7 | Paragraph 2.5.1 of Part VII of the Tender Documents | In the Full Operational Load Condition as specified in Paragraph 1.7.2(e) of Part VII, and with all engines running at their declared Maximum Continuous Rating (MCR), the guaranteed minimum highest achievable speed shall be as follows: Forward speed in still air on water: 30 knots Forward speed in still air on hard and soft ground: 15 knots | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |
| 8 | Paragraph 2.6 of Part VII of the Tender Documents | Length Overall : 7.5 – 9.0 metres Extreme Breadth : 4.5 – 5.5 metres | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |
| 9 | Paragraph 2.7 of Part VII of the Tender Documents | Hull structure: Marine Grade Aluminum Skirt: Hypalon Loop and Natural Rubber Segments Air propeller (and impeller) blades: Marine Grade Aluminum or Composite Material Air propeller duct (shroud): Marine Grade Aluminum or Composite Material Console: Marine Grade Aluminum or Composite Material | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |
| 10 | Paragraph 2.8.1 of Part VII of the Tender Documents | Endurance for fuel capacity over ground and sea : 4 hours at the patrol speed as specified in Paragraph 2.5 of Part VII plus 2 hours at the maximum speed as specified in 1.2.2(b) of Part VII, both are in still air on water, and both with Full Operational Load Condition as specified in Paragraph 1.7.2(e) of Part VII | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |
| 11 | Paragraph 3.4.1 of Part VII of the Tender Documents | The offered Vessels shall meet the stability requirements of the RO and Section 11 of the Hovercraft Code or equivalent. The stability test report of a previously built identical vessel, showing compliance with the stability requirements specified in the Hovercraft Code, shall be submitted with the tender. All calculations, drawings and measured data must be in metric units. | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |
| 12 | Paragraph 4.1.4 of Part VII of the Tender Documents | The Vessel shall be powered by two (2) diesel engines for providing the Vessel with power for propulsion and lift. Both engines shall be four-stroke electrically-started inboard diesel engines of adequate power to deliver the Contract Speed as stated in Paragraph 2.5 of Part VII. | Yes/No * If Yes, please identify the relevant part of the tender to support this compliance. |

| Item | Tender Reference | Other Requirements in Part VII | Compliance Statement (State here Yes or No) |
|------|----------------------------------|--|---|
| 13 | 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 * |
| 14 | 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 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 hovercraft design and construction contract(s) within the past ten (10) years prior to the Original Tender Closing Date set out below:

| | Project Name | Purchaser's Name | Hull Materials (Aluminium / FRP) | Government law enforcement, rescue and/or military agency (Yes / No) | Contract Date (dd/mm/yy) | Date of Delivery of the Completed Vessel to the Purchaser (dd/mm/yy) | Remarks |
|------|--------------|------------------|----------------------------------|--|--------------------------|--|---------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
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(b) Experience on design and construction of vessel project(s) specified in Item 1(b) above.

I/We declare that I/we have built and delivered _____ numbers of hovercraft’s design and construction in relation to vessel(s). Each vessel must have a hull form of aluminium or fibre reinforced plastic (FRP) capable of achieving minimum speed of 28 knots, and must have a Length Overall (LOA) of not less than 8 metres, in the past ten (10) years prior to the Original Tender Closing Date, delivered to at least one (1) government law enforcement, rescue and/or military agency.

| | Project Name | Purchaser’s Name | Government law enforcement, rescue and/or military agency (Yes / No) | Contract Date (dd/mm/yy) | Date of Delivery of the Completed Vessel to the Purchaser (dd/mm/yy) | LOA (m) | Speed (knots) | Hull Materials (Aluminium / FRP) | Number of Vessels Built | Remarks |
|-----|--------------|------------------|--|--------------------------|--|---------|---------------|----------------------------------|-------------------------|---------|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
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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.)

| Equipment | Quantity per Vessel | Information |
|-----------------------|---------------------|--|
| 1. Propulsion Engine | | 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: |
| 2. Lift Engine | | 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: |
| 3. Propulsion Gearbox | | 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: |
| 4. Lift Gearbox | | 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: |

| | | |
|---|--|---|
| 5. Air Propeller | | Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version no as advertised by the Manufacturer: |
| | | Specifications including Diameter/Pitch/Material: |
| 6. Lift Fan | | Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version no as advertised by the Manufacturer: |
| | | Specifications including Diameter/Pitch/Material: |
| 7. Skirt System | | Name of Manufacturer: Name of product as advertised by the Manufacturer: Model or version no as advertised by the Manufacturer: |
| | | Specifications: |
| 8. 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 Vessels are for use in Hong Kong and it is desirable for the Tenderer to offer models of main engines, propellers, and other major equipment that are at present commonly used by similar vessels operating in Hong Kong, 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 Vessels, 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 to 3 below before the Tender Closing Date. Please refer to Annex B to Part II – Conditions of Tender for details.**
- (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 3 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 Hull

- 1.1 General Arrangement Plan of the proposed Vessels;
- 1.2 Design performance parameters (gross displacement mass vs. speed vs. wave height);
- 1.3 Construction Plans – covering mid-ship section, profile and deck, bottom and side shell plating, and bulkhead of the proposed Vessel;
- 1.4 Weight and centre of gravity prediction calculation with breakdowns for the proposed Vessels;
- 1.5 Estimated propulsive powers required for attaining the Contract Speed(s) at its sea trial conditions, together with a descriptive account of the philosophy and methodology employed for such power estimate for the proposed Vessels (identification of reference publications shall be provided), including power-speed curves or tables;
- 1.6 Stability Assessment Report of a previously built identical vessel, showing compliance with the stability requirements specified in the Hovercraft Code; and
- 1.7 A preliminary estimate of the centre of gravity (longitudinal, transverse and vertical) of the proposed design for the Vessels 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 2.8.1 of Part VII.

3 Electrical System

- 3.1 Electric Wiring Diagrams showing compliance with the requirements set out in Part VII, as more specifically described in Chapter 5.

Schedule 8 - Tenderer's Information

1. **Tender Reference:** Marine Department Shipbuilding Tender No. 3/2019
2. **Nature of Tender:** Supply of Two (2) Hovercraft for the Hong Kong Police Force
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:

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 the Conditions of Tender and Paragraphs 1.5.3 and 2.4.2 of the Technical Specifications.)

| | |
|---|---|
| Name of the Recognised Organisation: | |
| Rules and regulations to be followed by the Contractor in performing the design and construction of the Vessel: | (1) The Hovercraft Code issued by the UK MCA, and its latest amendments * (2) Others (please specify) * _____ |

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

* Delete if not applicable