

## **Part V - Schedules**

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**Schedule 1 – Price Schedule**  
**Supply of Six (6) Aluminium Alloy Speed Boats**  
**for the Agriculture, Fisheries and Conservation Department**

**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 to 3)	Quantity	Unit Price (HKD/USD)* (See Note 7)	Sub-Total Price
Six (6) Vessels in Ready for Use condition together with all Equipment. The quantities specified in Part VII – Technical Specifications which are to be installed on board of the Vessel in compliance with the Offered Specifications 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.	Items 1 to 6 – Vessels Each item number stands for one Vessel	6 Vessels	Vessel Unit Price A =	A x 6=
	Sub-Total for Items 1 to 6 A (i.e. Vessel Unit Price) x 6 =			
Part 2 – Spare Parts				
Description	Item (See Notes 4 and 5)	Quantity (See Note 6)	Unit Price (HKD/USD)* (See Notes 7)	Sub-Total Price
Spare Parts complying with the Offered Specifications	Item 7 –Main Propulsion Engine (as proposed in Schedule 6)	2 Shipsets	B <sub>1</sub> =	B <sub>1</sub> x 2=
	Item 8 – Steering Gear Hydraulic Power Pump (as proposed in Schedule 6)	3 Units	B <sub>2</sub> =	B <sub>2</sub> x 3=
	Item 9 – Generating Set (as proposed in Schedule 6)	2 Units	B <sub>3</sub> =	B <sub>3</sub> x 2=
	Item 10 – Fire Pump with engine (as proposed in Schedule 6)	2 Units	B <sub>4</sub> =	B <sub>4</sub> x 2=
	Sub-Total for Items 7 to 10 B <sub>1</sub> x 2 + B <sub>2</sub> x 3 + B <sub>3</sub> x 2+ B <sub>4</sub> x 2 =			

Part 3 – Ship Model				
Description	Item (See Note 8)	Quantity	Unit Price (HKD/USD)* (See Note 7)	Sub-Total Price
Ship Model in compliance with the requirements in Paragraph 12.2.6 of Part VII.	Item 11 – Ship Model (Scale 1:20)	3 Units	C =	C x 3 =
	<b>Sub-Total for Item 11</b> C x 3 =			
<b>Total Purchase Price</b> (i.e. The sum of the Sub-Total for Items 1 to 11 specified above):	(See Notes 4 and 6)  A x 6 + B <sub>1</sub> x 2 + B <sub>2</sub> x 3 + B <sub>3</sub> x 2 + B <sub>4</sub> x 2 + C x 3 =			

- Note 1: **A tender must offer to supply all the Items 1 to 12 at least complying with the Offered Specifications in this Schedule.** The Tenderer shall not propose two or more different designs and/or models of the Vessel in the same tender in response to this Invitation to Tender with different pricing (viz., different Total Purchase Prices and/or different Vessel Unit Prices). If the Tenderer fails to comply with the foregoing, **the Tenderer's tender will not be considered further.** Whilst the Tenderer is neither required nor encouraged to propose two or more different designs and/or models of the Vessel, a Tenderer wishing to do so shall submit two or more tenders, **each tender with its own set of Technical Proposal and Price Proposal** (comprising one single quotation of the Total Purchase Price and Vessel Unit Price) and covering just one design and model of the offered Vessel to which the tender relates. **A partial tender for some but not all items specified in this Schedule will not be considered.** Please refer to Clauses 3.2 and 12.1 of Part II - Conditions of Tender for details.
- Note 2: The Sub-Total for Items 1 to 6 in Part 1 is the price of the requested number of Vessel, and Equipment for such Vessel in Ready for Use condition complying with the Offered Specifications and all Work in respect of such Vessel to be performed, all Documentation including the As-Fitted Plans and Drawings, and Training.
- Note 3: The term "Offered Specifications" is defined as (a) the specifications in Part VII – Technical Specifications which are (i) the Essential Requirements, (ii) the Specifications without Label, and (iii) those Desirable Specifications which the Tenderer has confirmed compliance in Schedule 11 of Part V; and (b) to the extent not inconsistent with the foregoing, those specifications set out in the Tenderer's tender (including (i) those in the Schedules of Part V, and (ii) any Excess Proposals set out in Schedule 11 (Excess Proposals) of Part V).
- Note 4: Spare Parts in Part 2 are additional parts complying with the Offered Specifications to be procured by the Government separate from the Vessel. For items comprised in the Equipment forming part of the Vessel in Part 1 as well as for each of these Spare Parts, the Tenderer may not propose different models or versions of different product series and/or from different manufacturers for the same item (or its Spare Part). For all other items in Part 2, the Tenderer must submit offer for such items.
- Note 5: For each of these Spare Parts, the Tenderer shall not propose different models or versions of different product series and/or from different manufacturers.
- Note 6: One "Shipset" comprises the number of units of that item which are required to be installed onboard

of one Vessel as per the Offered Specifications.

Note 7: Please refer to Clause 12.2 of Part II - Conditions of Tender and specify the currency quoted.

Note 8: 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
<b><u>First Delivery</u></b> Items 1 to 2	Vessels including all equipment 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
<b><u>Second Delivery</u></b> Items 3 to 6	Vessels including all equipment as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard	Within Twenty-two (22) months after the Contract Date	
Items 7 to 10	All Spare Parts as specified in Part 2 of Schedule 1 in Ready for Use condition and delivered to the Government Dockyard	To be delivered to the Government together with the <b><u>Second Delivery</u></b> of Vessels (i.e. Items 3 to 6) as defined above	
Item 11	Ship Model as specified in Part 3 of Schedule 1 delivered to the Government Dockyard.	To be delivered to the Government together with the <b><u>Second Delivery</u></b> of Vessels (i.e. Items 3 to 6) stated above.	

- Note 1: The Delivery Date for Items 1 to 11 are essential requirements and are not subject to any counter-proposal.
- Note 2: The Contractor shall provide the Government with fourteen (14) days advance notice in writing of Vessel's delivery.
- Note 3: All the items described in Items 1 to 11 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 Part IV - 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 Part IV; 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 to 6 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 and superstructures of the Vessel and (b) receipt by the Government of an Advance Payment Bond in the form set out in Annex A to Part IV 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

No.	Stages	Instalment Payment in Percentage	A portion of the Instalment Payment to be Retained by the Government
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 Proposed Propulsion System (as more particularly specified in Paragraph 4.2 of Part VII (whichever is applicable based on the proposal of the Contractor in Schedule 6 of Part V), the waterjet propulsion system and propulsion controls (as more particularly specified in Paragraph 4.3 of Part VII) on the Vessel and (b) upon receipt by the Government of an Advance Payment Bond in the form set out in Annex A to Part IV 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.	Fifty percent (50%) 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 6) 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 the acceptance by the Government on receipt from the Contractor the following Items: (a) Spare Parts (Items 7 to 10 in Part 2 of Schedule 1 of Part V); and (b) Ship Model (Item 11 in Part 3 of Schedule 1 of Part V).	One hundred percent (100%) of the price for the Items specified opposite based on the prices for these Items as specified in Parts 2 and 3 of Schedule 1 of Part V	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 Part IV 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, all 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 Vessel Unit Price as specified in Schedule 1 in respect of that Vessel, (“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 Retention Money in respect of a Vessel shall be released after completion of the Warranty Period for that Vessel unless (b) below applies; and
  - (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 implying 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	Vessels (Items 1 to 6) 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 (including without limitation the External Fire-fighting System (“EFFS”), lifting davit, towing winch and all Electronic Navigational Equipment (“ENE”)), by the Delivery Date stipulated in Schedule 2, all in Ready for Use condition, whether because of the Vessel or of any Equipment (including without limitation the EFFS, lifting davit, towing winch or any ENE)’s failure to pass any part of the inspection, tests and trials in the Technical Acceptance or failure to comply with any requirement of the Contract (including without limitation the Offered Specifications, the Warranties or the Schedules), or even if such delivery has been made, but fails to procure and ensure that Vessel and all Equipment (including the EFFS, lifting davit, towing winch and all ENE) 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 0.13% 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 15.6% of the Vessel Unit Price.</p>
Part 2	The Spare Parts complying with the Offered Specifications (Items 7 to 11) as specified in Part 2 of Schedule 1	Not applicable
Part 3	The Ship Models (Item 12) as specified in Part 3 of Schedule 1	Not applicable

### Schedule 5 – Statement of Compliance

Item	Reference in the Tender Documents	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
1	Paragraph 2.3.1 of Part VII	The Principal Dimensions of the proposed Vessel shall be: Length Overall: 10 metres to 11 metres	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
2	Paragraph 2.4.1 of Part VII	The Contract Speed of the Vessel shall not be less than 30 knots at World Meteorological Organisation Sea States 0 to 2 set out in Annex 8 to Part VII when the engine as defined in Paragraph 7.2.1 of Part VII, being adopted running at 100% maximum continuous rating under Official Speed Trial Condition as stated in Paragraph 1.7.5 of Part VII and whilst observing the requirements further specified in Paragraph 2.4.2 of Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
3	Paragraph 2.6.1 of Part VII	The proposed Vessel shall meet the Intact Stability Criteria and other requirements specified in Paragraphs 2.6.4 and 2.6.6 of Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
4	Paragraph 2.7.1 of Part VII	The Vessel shall be designed to provide sufficient space for carrying two (2) crews and ten (10) persons. Shock mitigating seats for two crew at steering console shall be provided. Detailed provisions regarding the mounting of shock mitigation seats are specified in Paragraph 5.2.1 of Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
5	Paragraph 3.1.1 of Part VII	Material of hull structure including deck house shall be of class approved marine grade aluminium alloy.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Reference in the Tender Documents	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
6	Paragraph 3.1.2 of Part VII	Plate material shall meet the requirement of EN AW 5083 or equivalent.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
7	Paragraph 3.1.3 of Part VII	Profile and pipe material shall meet the requirement of EN AW 6082 or equivalent.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
8	Paragraph 7.2.1 of Part VII	The Vessel shall be equipped with twin electrically started four stroke petrol outboard marine engines of adequate power for the Contract Speed. The engines shall drive stainless steel fixed pitch propellers through the integral gearboxes.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
9	Paragraph 7.2.4 of Part VII	The emission of the engine shall comply with 3 stars (Ultra-low emission) or higher required by the California air research board star system that describes exhaust emission of four stroke outboard engine or equivalent.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
10	Paragraph 7.4.1 of Part VII	The electro-hydraulic steering system shall be designed and approved by the engine manufacturer and approved by the Recognised Organisation. One hydraulic power pump shall be provided with sufficient capacity to fulfil the steering requirements for the number of engines installed.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.
11	Paragraph 7.5.1 of Part VII	One electrically started, fresh water cooled diesel engine shall be integrated with 220 Voltage alternating current single phase alternator to be installed on the Vessel (collectively, “electric generating set” or “electric generator”). This generating set shall be self-excited, brush-less, ventilated type and of proprietary makes with sound shield. The generating set shall be installed in engine compartment. Detection for the fire or smoke in engine compartment shall be provided.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Reference in the Tender Documents	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
12	Paragraph 7.8.16(b) of Part VII	The total capacity of the petrol oil tank shall be sufficient to fulfil the endurance requirements as specified in Paragraph 2.7.2 of Part VII.	Yes/No * If Yes, please identify the relevant part of the tender to support this compliance.

Item	Reference in the Tender Documents	Specifications without Label in Part VII	Compliance Statement (State here Yes or No)
13	Part VII	The Tenderer shall also confirm whether or not it will comply with all other specifications set out in the Technical Specifications (including all Annexes) which are without any label (collectively, “Specifications without Label”) if the Contract is awarded to it.	Yes/No * (please state here Yes or No)

\*Please delete the inapplicable part.

Note:

- The Tenderer shall confirm compliance by stating “Yes” in the last column of the above table for each Item under the heading “Essential Requirements in Part VII” and “Specifications without Label in Part VII” in the table above, otherwise, subject to any clarification request which may be made by the Government, **its tender will not be considered**. In addition, to identify the relevant parts of the Tender to support the compliance with the Essential Requirements in Part VII, 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)**

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
1. <b>Main Propulsion Engine</b> complying with Part VII including without limitation to Paragraph 7.2	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including Rated Power/Rated rpm:
2. <b>Steering Gear Hydraulic Power Pump</b> complying with Part VII including without limitation to Paragraph 7.4	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including Rated Power/Rated rpm:
3. <b>Generating Set</b> complying with the Part VII including without limitation to Paragraph 7.5	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications:

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
4. <b>Fire Pump</b> with engine complying with Part VII including without limitation to Paragraphs 4.14.1 to 4.14.3	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
5. <b>Fire-Fighting Monitor</b> complying with Part VII including without limitation to Paragraph 4.14.5	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
6. <b>Lifting Davit</b> complying with Part VII including without limitation to Paragraph 4.15	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
7. <b>Towing Winch</b> complying with Part VII including without limitation to Paragraph 4.17	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
8. <b>Loudhailer/Siren and External Broadcasting System</b> complying with Part VII including without limitation to Paragraph 11.2	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
9. <b>Echo Sounder and Depth Indicator</b> complying with Part VII including without limitation to Paragraph 11.3	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
10. <b>Marine Radar Incorporating ENC and Interface with DGPS</b> complying with Part VII including without limitation to Paragraph 11.4	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
11. <b>Differential Global Positioning System Receiver</b> complying with Part VII including without limitation to Paragraph 11.5	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
12. <b>Automatic Identification System</b> complying with Part VII including without limitation to Paragraph 11.6	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:



Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
13. <b>Electronic Marine AM/FM Radio</b> complying with Part VII including without limitation to Paragraph 11.7	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
14. <b>Marine Band VHF Transceiver</b> complying with Part VII including without limitation to Paragraph 11.8	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
15. <b>Electric Horn</b> complying with Part VII including without limitation to Paragraph 11.9	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:

Major Equipment complying with the Offered Specifications to be installed on one Vessel	Information (Please provide details)
16. <b>Magnetic Compass</b> complying with Part VII including without limitation to Paragraph 11.10	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
17. <b>Electronic Chart System</b> complying with Part VII including without limitation to Paragraph 11.11	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
18. <b>Night Vision System</b> complying with Part VII including without limitation to Paragraph 11.12	Name of Manufacturer:
	Place of Origin:
	Model or Version name or number as advertised by the Manufacturer:
	Manufacturer specifications including range of environmental operational limits, shock mitigation mechanism, materials, etc.:
19. 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 Offered Specifications specified in the Technical Specifications (please specify details)	

Notes:

- (a) A Tenderer's failure to submit the name of the manufacturer and model or version (name or No.) of each Items 1 to 18 in this Schedule 6 by the **Tender Closing Date will lead to disqualification**.
- (b) Only one single model or version of a product series from the same manufacturer shall be proposed for each of Items 1 to 18 in this Schedule 6 but not two or more models or versions of different product series and/or from different manufacturers, failing which **the Tenderer's tender may not be considered further**.
- (c) The Tenderer shall not propose two or more different designs and/or models of the Vessel in the same tender in response to this Invitation to Tender with different pricing (viz., different Total Purchase Prices and/or different Vessel Unit Prices). If the Tenderer fails to comply with the foregoing, **the Tenderer's tender will not be considered further**. Whilst the Tenderer is neither required nor encouraged to propose two or more different designs and/or models of the Vessel, **a Tenderer wishing to do so shall submit two or more tenders, each tender with its own set of Technical Proposal and Price Proposal (comprising one single quotation of the Total Purchase Price and Vessel Unit Price) and covering just one design and model of the offered Vessel to which the tender relates**. Please refer to Clause 3.2 of the Condition of Tender.
- (d) "all requirements of Part VII" means all specifications stated in Part VII regardless of their designation as essential requirements or specifications without label but in the case of the desirable specifications, only if the Tenderer has committed to comply with them and in the case of desirable specifications which are Excess Proposals by submitting or referring to the relevant proposals in Schedule 11 (Excess Proposals) of Part V.
- (e) All product literature published by the manufacturer for each of the items above shall be attached to this Schedule.
- (f) The quantities of a piece of major Equipment specified in the relevant paragraphs of Part VII, refers to the quantities to be installed on board of the Vessel. It does not cover the quantities required to be delivered as spare parts as specified in Schedule 1 of Part V.

## **Schedule 7 - List of Drawings and Information to be Submitted with the Tender**

- (a) The Tenderer shall submit the following documents for each of 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 (4) below before the Tender Closing Date (excluding any product literature and brochures as mentioned therein which may be resubmitted after the Tender Closing Date upon request by the Government (if any)).**
- (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 (4) 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 Plans of the proposed Vessel ("Preliminary GA Plan");
- 1.2 Preliminary lines plan together with Offset Table of the proposed Vessel;
- 1.3 Preliminary stability information and intact stability calculation with the curves of stability to show compliance with the applicable criteria which are stipulated in the latest IMO Resolution MSC.267(85) – Code on Intact Stability for All Types of Ships or ISO 12217-1 for Category B vessels and with reference to each set of the loading conditions specified in Paragraph 2.6.6 of Part VII;
- 1.4 Preliminary Construction plans – covering midship, profile and deck, bulkhead of the proposed Vessel ("Preliminary Construction Plan") including proposed material to be used to show compliance with the essential requirement specified in Paragraphs 2.3.1 and 3.1 of Part VII;
- 1.5 Weight prediction calculations with breakdowns for the proposed Vessel;
- 1.6 Power/speed predictions for the Contract Speeds, to show compliance with the essential requirements as specified in Paragraph 2.4.1 of Part VII, together with a descriptive account of the philosophy and methodology employed for such speed predictions and evaluations; and

### **(2) Machinery of the Proposed Vessel**

- 2.1 Fuel (Petrol) oil tank capacity calculations with respect to requirements of Part VII;
- 2.2 Technical information of outboard main engines to show compliance with in Paragraph 7.2 of Part VII, together with manufacturer's product literature and brochures showing the specifications;
- 2.3 Technical information of steering gear system to show compliance with in Paragraph 7.4 of Part VII, together with manufacturer's product literature and brochures showing the specifications;
- 2.4 Technical information of fire pump engine, fire pump and fire-fighting monitor to show compliance with in Paragraphs 4.14 of Part VII, together with manufacturer's product literature and brochures showing the specifications;
- 2.5 Technical information of lifting davit to show compliance with in Paragraphs 4.15 of Part VII, together with manufacturer's product literature and brochures showing the specifications;
- 2.6 Technical information of towing winch to show compliance with in Paragraphs 4.17 of Part VII, together with manufacturer's product literature and brochures showing the specifications;
- 2.7 Preliminary layout drawing of Control Console for the control/display consoles including the dispositions of the gauges and instructions, and the console height, width and shape ("Preliminary Control Console Design").

**(3) Electrical System of the Proposed Vessel**

3.1 Preliminary schematic layout drawings of electrical circuits.

**(4) Electronic Navigational Equipment (“ENE”) System of the Proposed Vessel**

- 4.1 Unless already provided in Schedule 6, technical proposal for the ENE Systems, as specified in Paragraph 11.1.1 of Part VII, including but not limited to the following:
- Information including the technical details of the Electronic Navigation Equipment listed in Paragraphs 11.1 to 11.11 of Part VII; and
  - The details of the Hong Kong agents for the equipment of the Operational Systems to show compliance with the original requirement specified in Paragraph 8.1 of Part VII.

## Schedule 8 - Tenderer's Information

### 1. Particulars of Tenderer:

(a)	Name of the Tenderer	
(b)	Principal place of business of the Tenderer (in address form)	
(c)	Type of business entity of the Tenderer	<b>company / sole proprietorship / partnership / incorporated joint venture / unincorporated joint venture / other*</b>  (*Please delete whichever is not applicable.)
(d)	Shareholders/partners/proprietor/joint venture parties of the Tenderer and their percentages of shareholding/ ownership/ voting power/ financial contribution	
(e)	Length of business operation	
(f)	Names of the following officers of the Tenderer: <i>(i) managing director/ partners/ Joint Venture party;</i> <i>(ii) other directors; and</i> <i>(iii) sole proprietor</i>	
(g)	Place and date of incorporation or formation	
(h)	Business profile information of the Tenderer including the number and location of full time/contract employees, core business strategies and strength, and industry expertise	
(i)	Names and addresses of banks which are prepared to provide references or other relevant financial data which indicate the financial viability of the Tenderer	
(j)	A copy of a valid Business Registration Certificate issued under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong) (or documentary evidence showing that the Tenderer is exempted from business registration under the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong)); or if the Tenderer does not carry on business in Hong Kong, the equivalent documents issued by the place of business of the Tenderer	Please attach if applicable.

(k)	(whether the Tenderer is a company) a copy of the Memorandum (if any) and Articles of Association, Certificate of Incorporation, Certificate of Change of Name (if any) or equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	if the Tenderer is a subsidiary, the name(s) and place(s) and date(s) of incorporation of its immediate and ultimate holding companies	
(n)	A copy of the relevant document proving that the authorised person(s) who sign(s) the Offer to be Bound has/have the authority to sign it for and on behalf of the Tenderer	Please attach if applicable.
(o)	If the Tenderer is a joint venture, a copy of joint venture agreement	Please attach if 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:
- (f) Email address:

### **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 or a joint venture party of the Tenderer.

- (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:
- (g) Email Address:

### **5. Particulars of the Tenderer's Key Personnel**

- (a) The Tenderer shall provide an organisational chart of the Tenderer's company organisation and the proposed members of the project team for the Contract. The Tenderer shall identify and briefly describe the responsibilities of the key leadership positions in the Tenderer's company and the aforesaid team.
- (b) For all the key staff positions identified, Tenderers shall provide a person and position specification.
- (c) The person specification shall include qualifications, training, essential experience and other attributes required of the person filling the position.
- (d) The position specification shall include position title, reporting relationships, delegated authority levels, duties and responsibilities.



## 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 Part VII - Technical Specifications:

(Note: Please refer to Clause 9.2 of Part II - Conditions of Tender and Paragraphs 1.5.3, 2.3.1 and 2.3.2 of Part VII - Technical Specifications.)

Name of the Recognised Organisation:	<i>[Please state 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 notations:	<i>[Please state here your proposed notations to be used in the design and construction of the vessels upon which the design appraisal of the Vessel carried out by the RO is based, and are stated in the design appraisal document issued by the RO for the hull structure: a) Lloyd's Register ("LR") <del>✗</del>100A1 SSC PATROL HSC G2; or b) DNV <del>✗</del>A1 HSLC PATROL R3; or c) American Bureau of Shipping ("ABS") <del>✗</del>A1 HSC SPECIAL GOVERNMENT SERVICE AMS; or d) RINA PC +HULL; PATROL; OFFSHORE NAVIGATION; or e) Other notations equivalent to any of the above, subject to agreement of GNC]</i>
Certification:	<i>[Please state whether a <b><u>Classification Certificate</u></b>, or <b><u>Certificate of hull construction or equivalent certificate subject to endorsement on satisfactory annual, intermediate and renewal surveys</u></b> will be provided on completion of the Vessel.]</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 and Accreditations**

### **Part A – Requirements of Submissions**

1. The Tenderer shall provide in the relevant table below information of vessel(s) and project management experience in vessel construction project (each a “vessel project” (in upper or lower case)) and Accreditation(s) as further specified in Part B of the Marking Scheme in Annex D (Marking Scheme) to Part II – Conditions to Tender together with the required supporting documents.
2. For each vessel project to be evaluated under assessment criteria in Part (B)(1) of the Marking Scheme, the supporting documents shall include relevant contracts, General Arrangement Plans, and acceptance documents or other documents evidencing of acceptance by the purchaser of the vessel to which the vessel project 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.
3. For each Accreditation to be evaluated under the assessment criterion in Part (B)(2) of the Marking Scheme, the supporting document shall be a copy of the certificate evidencing the Accreditation issued in the name of the Tenderer (or in the case of a Tenderer which is an incorporated or unincorporated joint venture, in the name of the lead partner of that joint venture).
4. **If the Tenderer fails to provide the information in relation to a vessel project or Accreditation before the Tender Closing Date or fails to provide supporting documents as mentioned above before the Tender Closing Date or by the time stipulated by the Government after the Tender Closing Date; or if the supporting documents do not prove the claimed experience or Accreditation, no mark will be given to the Tenderer for the relevant Assessment Criterion.**
5. **Where it is a party to a joint venture which has performed a vessel project, the name of the joint venture party shall be identified clearly and references herein to “Tenderer” or “I/we” shall mean such party.**
6. **All references to Length Overall (LOA) shall have the meaning given in Paragraph 2.3.1 of Part VII.**

**1. Tenderer's Experience****(a) Experience in the Design and Construction of Vessel Project(s) specified in Assessment Criterion (B)(1)(a) of the Marking Scheme**

I/We confirm that I/we have \_\_\_\_\_ number of years of experience in the completion of the design and construction of vessels with the hull being constructed in aluminium and used by performing patrol operation ***in Hong Kong or any other part of the world*** in the past ten (10) years prior to the Original Tender Closing Date with details below.

	Project name	Purchaser's name	Patrol as described above (Yes/No)	Hull materials	Contract date (dd/mm/yy)	Date of acceptance of the completed vessel by the purchaser (dd/mm/yy)	Remarks
1							
2							
3							
:							
:							

**(b) Experience in the Design and Construction of Vessel Project(s) specified in Assessment Criterion (B)(1)(b) of the Marking Scheme**

I/We confirm that I/we have experience in the completion of the design and construction of \_\_\_\_\_ number of vessels with the hull being constructed in aluminium, length overall (“LOA”) between 9.0 and 12.0 meters (both figures are included), breadth overall between 2.0 and 4.0 meters (both figures are included), speed of at least 30 knots, propelled by at least 2 outboard engines and used by performing patrol operations *in Hong Kong or any other parts of the world* in the past ten (10) years prior to the Original Tender Closing Date with details below.

	Project name	Purchaser's name	Patrol as described above (Yes/No)	No. of vessels	Hull materials	Length overall (metres)	Breadth overall(meter)	Speed (knots)	No. of outboard engines	Contract date (dd/mm/yy)	Date of acceptance of the completed vessel by the purchaser (dd/mm/yy)	Remarks
1												
2												
3												
:												
:												

**2. Accreditation specified in Assessment Criterion (B)(2) of the Marking Scheme**

Accreditation	To produce supporting documents of the Accreditation which is valid for the relevant Certification	Index of relevant page of the supporting documents
ISO 9001		
ISO 14001		
OHSAS 18001 or ISO 45001		

- Notes: (1) Please use separate sheet(s) if the space in the above tables is inadequate.
- (2) Please refer to the applicable Notes at the end of the Marking Scheme (Annex D to Part II – Conditions of Tender) concerning the restrictions on the experience to be taken into account and the accreditation requirements.

## Schedule 11 – Excess Proposals

Item	Assessment Criteria	Guidelines	Support Document (state here Yes or No)
<b>(A) (1) Functional Aspects</b>			
<b>(a) Contract Speed</b>	In addition to the speed requirement as given in Paragraph 2.4.1 of Part VII, it is desirable that the Contract Speed for the Full Operational Load Conditions committed by the Tenderer, based upon the propulsive power estimate submitted in Schedule 7 (List of Drawings and Information) of Part V for the proposed Vessel, may be more than 30 knots as stated in the third column opposite.	Contract Speed $\geq$ 32.5 knots	Yes/No *  If Yes, please submit the relevant Power Estimate in Schedule 7 of Part V.
		31.5 knots $\leq$ Contract Speed < 32.5 knots	Yes/No *  If Yes, please submit the relevant Power Estimate in Schedule 7 of Part V.
		30.5 knots $\leq$ Contract Speed < 31.5 knots	Yes/No *  If Yes, please submit the relevant Power Estimate in Schedule 7 of Part V.
		30 knots $\leq$ Contract Speed < 30.5 knots	Yes/No *  If Yes, please submit the relevant Power Estimate in Schedule 7 of Part V.

(A) (2) Operational Aspects			
<b>(a) Preliminary General Arrangement Plan</b>	It is desirable that the Preliminary General Arrangement Plan of the proposed Vessel submitted by the Tenderer in Schedule 7 (List of Drawings and Information) of Part V improves the Conceptual General Arrangement Plan as shown in Paragraph 2.1 of the Technical Specifications in the manner further specified in the third column opposite:	(i) Design feature to show good access to the engine compartment with relevant and sufficient details provided.	Yes/No * If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the feature specified in the third column opposite with annotation.
		(ii) More effective space arrangement for locating of external fire-fighting equipment, towing winch and davit equipment with relevant and sufficient details provided.	Yes/No * If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the feature specified in the third column opposite with annotation.
		(iii) Fenders arrangement to give better protection to the hull structure, with relevant and sufficient details provided.	Yes/No * If Yes, identify the part of the Preliminary General Arrangement Plan achieving the feature specified in the third column opposite with annotation.
		(iv) Design feature to show good access to the petrol oil tank space compartment with relevant and sufficient details provided.	Yes/No * If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the feature specified in the third column opposite with annotation.

<b>(b) Control Console Design</b>	It is desirable that the Preliminary Control Console Design of the proposed Vessel submitted by the Tenderer in Schedule 7 (List of Drawings and Information) of Part V fulfils the third column opposite:	(i)  There are one (1) or more design feature(s) which facilitates the officer in charge to control and receive information of the external fire-fighting more easily, with relevant and sufficient details provided.	Yes/No *  If Yes, please identify the part of the Preliminary Control Console Design achieving the feature specified in the third column opposite with annotation.
		(ii)  There are one (1) or more design feature(s) which ergonomically enhance the situation awareness and the communication between the coxswain and the officer in charge, with relevant and sufficient details provided.	Yes/No *  If Yes, please identify the part of the Preliminary Control Console Design achieving the feature(s) specified in the third column opposite with annotation.
		(iii)  There are one (1) or more design feature(s) which facilitates good access to all electronics in the console, with relevant and sufficient details provided.	Yes/No *  If Yes, please identify the part of the Preliminary Control Console Design achieving the feature(s) specified in the third column opposite with annotation.



**(A) (3) Environmental Aspects:** The Tenderer shall propose effective and practical design and equipment to enhance the environmental friendliness or sustainability of the proposed Vessel. Details of such proposals shall be submitted with supporting evidence for consideration.

<p><b>(a) Environmental Friendliness or Sustainability</b></p>	<p>The Tenderer is encouraged to propose effective and practical design feature to enhance the environmental friendliness or sustainability of the proposed Vessel.</p>	<p>There are one (1) or more design feature(s) which is green technologies for the offered vessel to enhance environmental protection, with relevant and sufficient details provided.</p>	<p>Yes/No *</p> <p>If Yes, please attach the specifications of the proposed design feature in Schedule 7 of Part V achieving the specifications specified in the third column opposite.</p>
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(A) (4) Innovative Suggestions : Tenderers are encouraged to provide Innovative Suggestions which are directly relevant to the procurement of the Vessel and will bring benefits in the second column:

Item	Benefits achieved by the proposed Innovative Suggestions	Description, specifications and details of the offered Innovative Suggestions including those more specifically specified below (See Note 2):	Index of relevant page of the supporting documents attached
<b>(a) Fire Fighting Operation</b>	The Tenderer is encouraged to propose effective and practical Innovative Suggestions to enhance the capability of the proposed Vessel in providing fire-fighting operation.	The sufficient evidence and support in details to enhance the capacity of the proposed Vessel in providing the fire-fighting operation shall be provided in this box.	
<b>(b) Patrol Operation</b>	The Tenderer is encouraged to propose effective and practical innovative suggestions to enhance the capability of the proposed Vessel to conduct patrol operations including towing and lifting dolphin at sea.	The sufficient evidence and support in details to enhance the capacity of the proposed Vessel to conduct search and rescue operations shall be provided in this box.	
<b>(c) Through-life Ownership</b>	The Tenderer is encouraged to propose effective and practical Innovation Suggestions to reduce the through-life ownership cost of the Vessel to the Government by increasing expected useful life of the proposed Vessel.	The sufficient evidence and support in details of Innovation Suggestions to reduce the through-life ownership cost of the Vessel to the Government by increasing expected useful life of the proposed Vessel shall be provided in this box.	

**Desirable Specifications other than the specifications for the Excess Proposals**  
**(Not applicable if there is no such type of Desirable Specifications in Part VII)**

Reference in the Tender Documents	Desirable Specifications in Part VII	Compliance Statement (State here Yes or No)	Description, specifications and details of the proposals complying with the Desirable Specifications
Part VII	Should it elect to do so, the Tenderer may 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 other than those already specified above concerning the Excess Proposals.	Yes/ No * and please identify the Paragraph of Part VII containing such desirable specifications.	

\* Please delete the inapplicable part.

Note:

1. If the Tenderer confirms compliance by stating “Yes” in the last column of the above table, 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 in this Schedule. Such supporting documents, data/information, brochure, etc. may be copied from the Technical Proposal submitted by the Tenderer.
2. If a Tenderer proposes more than one innovative suggestions for each Item in Part (A)(4)(a) to (c), each of the innovative suggestions shall be provided separately.

**Schedule 12 - Non-collusive Tendering Certificate**  
**Six (6) Aluminium Alloy Speed Boats**  
**for the Agriculture, Fisheries and Conservation Department**

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 Part II - Conditions of Tender, the Government may exercise any of the rights under Clauses 34.3 to 34.5 of 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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