Tender Addendum No. 1

Tender Reference:	Marine Department Shipbuilding Tender No. 1/2025
Procuring Department:	Marine Department
Subject:	Supply of Twelve (12) Medium Patrol Launches for the Hong Kong Police Force

Amendments as follows:

(i) Original Clause 4.3.4 (c)(xi) of Part II – Conditions of Tender:

4.3.4 (c)(xi) all product literature and other documents in relation to the proposed major Equipment as required under Clause 6 of this Part II to be set out or attached to Schedule 6; and

Should read as

4.3.4 (c)(xi) all product literature and other documents in relation to the proposed major Equipment as required under Clause 9 of this Part II to be set out or attached to Schedule 6; and

(ii) Original Clause 34.3 (c) of Part II – Conditions of Tender:

34.3 (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 29.1.9 of Part IV.

Should read as

34.3 (c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 29.1.8 of Part IV.

(iii) Original Part (B)(I)(b)(v) of Assessment Criteria of Annex D – Marking Scheme to Part II – Conditions of Tender:

(b) Relevant Vessel Design and Construction Experience

In the past seven (7) years prior to the Original Tender Closing Date, the Tenderer has

performed and completed one or more contracts, Reference Contract (2), in either the design and construction, or just construction, of one or more vessels fulfilling all of the following criteria ("all the criteria"):

(i) aluminium monohull;

(ii) length overall between 18 and 20 metres;

(iii) breadth overall ≤ 5.5 metres;

(iv) speed at least 40 knots; and

(v) propelled by two or more marine ndiesel engines and waterjets.

Should read as

(b) Relevant Vessel Design and Construction Experience

In the past seven (7) years prior to the Original Tender Closing Date, the Tenderer has performed and completed one or more contracts, Reference Contract (2), in either the design and construction, or just construction, of one or more vessels fulfilling all of the following criteria ("all the criteria"):

(i) aluminium monohull;

(ii) length overall between 18 and 20 metres;

(iii) breadth overall ≤ 5.5 metres;

(iv) speed at least 40 knots; and

(v) propelled by two or more marine diesel engines and waterjets.

(iv) Original Item No.2 in Pro-innovation Proposals Table of Schedule 13 to Part V – Schedule:

2 ***Safety and effectiveness of pursuit and interception of vessels capability***

Tenderers are encouraged to propose effective and practical Pro-innovation proposals to enhance the capability of the Vessel to pursue and intercept other vessels at sea. The features shall be integrated into the design of the Vessel and shall enhance the safety and effectiveness of pursuit and interception of vessel capability with the following supporting information and evidence to be provided to the satisfaction of the Government, otherwise the innovative suggestion will not be considered further: …

Should read as

2 ***Safety and effectiveness of pursuit and interception of vessels capability***

Tenderers are encouraged to propose effective and practical Pro-innovation proposals to enhance the capability of the Vessel to stop or slow down the propulsion systems of other

vessels at sea. The features shall be integrated into the design of the Vessel and shall enhance the safety and effectiveness of pursuit and interception of vessel capability with the following supporting information and evidence to be provided to the satisfaction of the Government, otherwise the innovative suggestion will not be considered further:…

(v) Original Item No.3 in Pro-innovation Proposals Table of Schedule 13 to Part V – Schedule:

3 ***Search and Rescue ("SAR") capability***

Should read as

3 ***Search and Rescue ("SAR") Operations***

(vi) Original Clause 2.2.5 of Part VII – Technical Specifications:

2.2.5 Without prejudice to the general requirement that the Contractor shall perform all Work in full compliance with all applicable laws and regulations and in full compliance with the requirements of the Contract including this Part VII, the construction of the Vessel must comply with the requirements of the RO specified in Schedule 9 of Part V. This is unless where it is expressly stated that any other RO as listed below (which list is repeated in Annex 9 to this Part VII) other than the RO specified in Schedule 9 of this Part VII may apply. There may also be other requirements further specified in sub-paragraphs (j) to (o) below which are also applicable. In each of the aforesaid cases, the version as at the Contract Date shall be applicable unless any of these requirements specifies that version of requirements as at the keel laying date of the Vessel.

…

In the event of any inconsistency among the above requirements, rules and standards, those mentioned in sub-paragraphs (j) to (n) shall prevail over the requirements of the relevant RO as listed in sub-paragraphs (a) to (i) above.

Should read as

2.2.5 Without prejudice to the general requirement that the Contractor shall perform all Work in full compliance with all applicable laws and regulations and in full compliance with the requirements of the Contract including this Part VII, the construction of the Vessel must comply with the requirements of the RO specified in Schedule 9 of Part V. This is unless where it is

expressly stated that any other RO as listed below (which list is repeated in Annex 9 to this Part VII) other than the RO specified in Schedule 9 of this Part VII may apply. There may also be other requirements further specified in sub-paragraphs (j) to (q) below which are also applicable. In each of the aforesaid cases, the version as at the Contract Date shall be applicable unless any of these requirements specifies that version of requirements as at the keel laying date of the Vessel.

...

In the event of any inconsistency among the above requirements, rules and standards, those mentioned in sub-paragraphs (j) to (q) shall prevail over the requirements of the relevant RO as listed in sub-paragraphs (a) to (i) above.

(vii) Additional Clause 4.1.20 of Part VII – Technical Specifications:

4.1.20 The Contractor shall supply a 3D computer model of the Vessel interior for review by GNC and HKPF within two (2) months after the Contract Date. This shall be supplied in a format acceptable to GNC with no paid-license required. It shall be reviewed and approved in principle by GNC.

(viii) Origianl Clause 4.2.1 of Part VII – Technical Specifications:

4.2.1 A wheelhouse shall be located at the front of the deckhouse on the main deck. The Contractor shall supply a 3D computer model of the Vessel interior for review by GNC and HKPF within two (2) months after the Contract Date. This shall be supplied in a format acceptable to GNC with no paid-license required. It shall be reviewed and approved in principle by GNC, following which the Contractor shall build and carry out a mock up inspection of the wheelhouse including the equipment arrangement, seats and other fittings as required under this Part VII. The mock up shall be inspected and agreed by GNC and the HKPF before the design is finalised.

Should read as

4.2.1 A wheelhouse shall be located at the front of the deckhouse on the main deck. The Contractor shall supply a 3D computer model of the Vessel interior, including the wheelhouse, as specified in Paragraph 4.1.20 of this Part VII. It shall be reviewed and approved in principle by GNC, following which the Contractor shall build and carry out a mock up inspection of the

wheelhouse including the equipment arrangement, seats and other fittings as required under this Part VII. The mock up shall be inspected and agreed by GNC and the HKPF before the design is finalised.

(ix) Original Clause 7.2.2 of Part VII – Technical Specifications:

7.2.2 A type approval certificate issued by any one RO listed in Annex 9 to this Part VII but not necessarily the RO specified in Schedule 9 of Part V or other entities acceptable to GNC showing that the proposed model of marine main diesel engines complies with the IMO Tier II emission requirements as specified in paragraph 7.2.1 above, as well as the Engine International Air Pollution Prevention ("EIAPP") Certificate with supplement issued by the same aforesaid RO and supporting Technical File approved by that same RO or diesel engine over 130kW (appropriate test cycle to suit the proposed diesel engine's application in accordance with Chapter 3 of the NOx Technical Code 2008, as amended should be stated in the EIAPP certificate) shall be provided.

Should read as

7.2.2 A type approval certificate issued by any one RO listed in Annex 9 to this Part VII but not necessarily the RO specified in Schedule 9 of Part V or other entities acceptable to GNC showing that the proposed model of marine main diesel engines complies with the IMO Tier II emission requirements without NOx after-treatment as well as the Engine International Air Pollution Prevention ("EIAPP") Certificate with Supplement issued by a RO and supporting Technical File approved by RO for diesel engine over 130kW (appropriate test cycle to suit the proposed diesel engine's application in accordance with Chapter 3 of the NOx Technical Code 2008, as amended should be stated in the EIAPP certificate) shall be provided.

(x) Original Clause 7.16.4 of Part VII – Technical Specifications:

7.16.4 Vacuum toilet system shall be arranged to collect the grey and black water from toilet, sink and urinal to black water holding tank and directly overboard in emergency. Two (2) vacuum pumps shall be provided, one (1) running, the other standby.

Should read as

7.16.4 Vacuum toilet system shall be arranged to collect the grey and black water from toilet and sink

to black water holding tank and directly overboard in emergency. Two (2) vacuum pumps shall be provided, one (1) running, the other standby.

(xi) Original Clauses 1.7.1 and 1.7.4 of Annex 1 to Part VII – Technical Specifications:

1.7. Throughout the Warranty Period, the Contractor shall be responsible for the provision of free of charge corrective maintenance and rectification of all defects in all and any of the Warranty Items including repair and replacement as necessary. This shall, at no cost to the Government, include Warranty Services to be performed by the Contractor described in the following sub-paragraphs:

1.7.1 To attend to the Vessel for inspection and repair within twenty-four (24) hours (excluding Hong Kong public holidays) of receiving the report of a fault ("fault report") and to take immediate action to rectify the defect after inspection. Unless otherwise agreed by the Government, all corrective maintenance and rectification must be effected within forty-eight (48) hours after the fault report is first issued. The MD must be informed of what corrective maintenance and rectification actions have been taken within seventy-two (72) hours of receiving the relevant fault report.

1.7.2 To provide ……

1.7.3 Any replacement…

1.7.4 If the Contractor fails to respond to any reported warranty claims within forty-eight (48) hours, the MD may arrange corrective maintenance and rectification of the defect either on its own or by deploying a third-party contractor as deemed appropriate with a view to minimising any downtime incurred. In such case, the Contractor shall compensate the Government for the full cost of such repairs plus 10% as and for liquidated damages but not as a penalty no later than ten (10) working days after a written demand has been served on the Contractor by MD. ***Any such corrective maintenance and rectification of the defect completed by MD on its own or by another third-party contractor shall not relieve the Contractor from its obligations under the Contract including those in respect of the remainder part of the Warranty Period (including all extensions). The Warranty Period shall not be affected or broken due to such course of action.***

Should read as

1.7 Throughout the Warranty Period, the Contractor shall be responsible for the provision of free of charge corrective maintenance and rectification of all defects in all and any of the Warranty

Items including repair and replacement as necessary. This shall, at no cost to the Government, include Warranty Services to be performed by the Contractor described in the following sub-paragraphs:

1.7.1 To attend to the Vessel for inspection and repair within one (1) working day of receiving the report of a fault ("fault report") and to take immediate action to rectify the defect after inspection. Unless otherwise agreed by the Government, all corrective maintenance and rectification must be effected within two (2) working days after the fault report is first issued. The MD must be informed of what corrective maintenance and rectification actions have been taken within three (3) working days of receiving the relevant fault report.

1.7.2 To provide……

1.7.3 Any replacement…

1.7.4 If the Contractor fails to respond to any reported warranty claims within two (2) working days, the MD may arrange corrective maintenance and rectification of the defect either on its own or by deploying a third-party contractor as deemed appropriate with a view to minimising any downtime incurred. In such case, the Contractor shall compensate the Government for the full cost of such repairs plus 10% as and for liquidated damages but not as a penalty no later than ten (10) working days after a written demand has been served on the Contractor by MD. ***Any such corrective maintenance and rectification of the defect completed by MD on its own or by another third-party contractor shall not relieve the Contractor from its obligations under the Contract including those in respect of the remainder part of the Warranty Period (including all extensions). The Warranty Period shall not be affected or broken due to such course of action.***

(xii) Original Clause 2.2.2 of Annex 1 to Part VII – Technical Specifications:

2.2.2 All of the work listed at Paragraphs 2.2.2(a) to (i) shall be carried out by the manufacturer's authorised agent/dealer. All the work procedures and the spare parts used shall comply with the manufacturer's specifications and requirements.

Should read as

2.2.2 All of the work listed at Paragraphs 2.2.2(c) to (l) shall be carried out by the manufacturer's authorised agent/dealer. All the work procedures and the spare parts used shall comply with the manufacturer's specifications and requirements.

The revised pages (with an indication of "(Revised on 30 April 2026) Addendum No. 1" at the header) are attached for replacement. Please replace the relevant pages by the revised ones attached and submit your tender together with the revise pages.

The above amendments shall form part of the Tender Documents. Apart from the above, all other terms and conditions of the Tender Documents shall remain unchanged.

Interested tenderers shall submit their Tenders before the Tender Closing Time of 12:00 noon (Hong Kong time) on **22 May 2026** in one of the methods stipulated in Part I – Lodging of Tender. A late Tender or a Tender not submitted in accordance with the stipulated requirements in the Tender Documents **will not be considered further**.

In case an interested tenderer has already submitted a Tender but wish to make an amendment, it can do so by submitting a revised offer in accordance with the manner stipulated in the Tender Documents.

evidence that the proposed sub-contractor has sufficient resources and capability to provide the work expected to be undertaken.

2. The Tenderer shall describe how the performance of the subcontracted work will be proactively monitored for quality and timely delivery.

(iv) Risk Assessment

1. The Tenderer shall identify the risks in technical, commercial, legal, financial, operational and scheduling aspects associated with the resulting Contract in supplying the twelve (12) Vessels to the Government.

(c) Volume III – Additional Documents

Other Documents not set out in Volumes I to II but required to be submitted as per the requirements of Annex B to this Part II including as follows and without prejudice to the stated consequences specified in Annex B for failure to submit any of these items but any Schedules already submitted in Volumes I to II shall also be submitted again in this Volume III to form a complete set of the Schedules except for Schedule 1 – Price Schedule:

The following shall be submitted as part of the Technical Proposal:

(i) (in the case of Paper-based Tendering) the Offer to be Bound in the form set out in Part VI of the Tender Documents originally signed by or on behalf of the Tenderer; (for Electronic Tendering) the checking of the box in the Offer to be Bound;

(ii) Schedule 5 containing statements of compliance as more particularly described in Clauses 6.2 and 6.3 of this Part II including Counter-Proposal (if applicable);

(iii) Schedule 6 containing the particulars of the major Equipment as listed therein to be offered by the Tenderer;

(iv) Schedule 7 attaching thereto a list of drawings of the proposed Vessel and other documents and plans required therein;

(v) Schedule 8 containing the details of the Tenderer and information of the Tenderer's process agent, nominated shipyard facilities and, if applicable, Tenderer's sub-contractor;

(vi) Schedule 9 containing information of the proposed Recognised Organisation of its rules and regulations with class notations;

(vii) Schedule 10 containing information of the claim of Tenderer's experience in vessel projects;

(viii) Schedule 11 containing Excess Proposals excluding Innovative Suggestions;

(ix) Schedule 12 containing Non-collusive Tendering Certificate;

(x) Schedule 13 containing Innovative Suggestions;

(xi) all product literature and other documents in relation to the proposed major Equipment as required under Clause 9 of this Part II to be set out or attached to Schedule 6; and

impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors once selected.

34 Warranty Against Collusion

34.1 The Tenderer must ensure that the Tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in Paragraph 3 of the Non-collusive Tendering Certificate referred to in Clause 34.2 of this Part II), regarding, amongst other things, price, tender submission procedure or any terms of the Tender. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

34.2 The Tenderer shall complete and submit to the Government a Non-collusive Tendering Certificate (in the form set out in Schedule 12 in Part V ("Non-collusive Tendering Certificate") as part of its Tender.

34.3 In the event that a Tenderer is in breach of any of the representations, warranties and/or undertakings in Clause 34.1 of this Part II or in the Non-collusive Tendering Certificate submitted by it under Clause 34.2 of this Part II, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:

(a) reject the Tenderer's Tender;

(b) if the Government has accepted the Tender, withdraw its acceptance of the Tenderer's Tender; and

(c) if the Government has entered into the Contract with the Tenderer, terminate the Contract under Clause 29.1.8 of Part IV.

34.4 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Clause 34.1 of this Part II or in the Non-collusive Tendering Certificate submitted by it under Clause 34.2 of this Part II.

34.5 A breach by a Tenderer of any of the representations, warranties and/or undertakings in Clause 34.1 of this Part II or in the Non-collusive Tendering Certificate submitted by it under Clause 34.2 of this Part II may prejudice its future standing as a Government contractor or service provider.

34.6 The rights of the Government under Clauses 34.3 to 34.5 of this Part II are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

35 Authentication of the Submitted Information/Document

35.1 By submitting a Tender in response to the Invitation to Tender, each Tenderer authorises the Government to obtain from

(a) any person whose particulars are set out in the tender submitted by the Tenderer including (i) the manufacturer of any of the proposed Equipment in Schedule 6 or 7 of Part V, (ii) the nominated shipyard in Schedule 8 of Part V, (iii) any proposed sub-contractor in Schedule 8 of Part V, (iv) the vessel owner or operator of the existing vessel as mentioned in Item 1(a) or 1(b) of Schedule 5 of Part V (whichever is applicable), (v) any vessel owner or operator as specified in Schedule 10 of Part V,

(b) Relevant Vessel Design and Construction Experience In the past seven (7) years prior to the Original Tender Closing Date, the Tenderer has performed and completed one or more contracts, Reference Contract (2), in either the design and construction, or just construction, of one or more vessels fulfilling all of the following criteria ("all the criteria"): (i) aluminium monohull; (ii) length overall between 18 and 20 metres; (iii) breadth overall ≤ 5.5 metres; (iv) speed at least *40* knots; and (v) propelled by two or more marine diesel engines and waterjets.		10 marks The Tenderer has performed and completed ten (10) or more contracts fulfilling all the criteria.
		9 marks The Tenderer has performed and completed nine (9) contracts fulfilling all the criteria.
		8 marks The Tenderer has performed and completed eight (8) contracts fulfilling all the criteria.
		7 marks The Tenderer has performed and completed seven (7) contracts fulfilling all the criteria.
		6 marks The Tenderer has performed and completed six (6) contracts fulfilling all the criteria.
		5 marks The Tenderer has performed and completed five (5) contracts fulfilling all the criteria.
		4 marks The Tenderer has performed and completed four (4) contracts fulfilling all the criteria.
		3 marks The Tenderer has performed and completed three (3) contracts fulfilling all the criteria.
		2 marks The Tenderer has performed and completed two (2) contracts fulfilling all the criteria.
		1 mark The Tenderer has performed and completed one (1) contract fulfilling all the criteria.

	7) Applicable RO certification, if any, to be obtained; 8) Video files for function demonstrations.				
2	**Safety and effectiveness of pursuit and interception of vessels capability** Tenderers are encouraged to propose effective and practical Pro-innovation proposals to enhance the capability of the Vessel to stop or slow down the propulsion systems of other vessels at sea. The features shall be integrated into the design of the Vessel and shall enhance the safety and effectiveness of pursuit and interception of vessel capability with the following supporting information and evidence to be provided to the satisfaction of the Government, otherwise the innovative suggestion will not be considered further: 1) Detailed operation scenario(s); 2) Operation limits profiles (e.g. speed, sea state, etc.);				

	3) List of hardware and/or software; 4) Product specifications; 5) Applicable RO or ISO certification, if any, to be obtained; 6) Video files for function demonstrations.				
3	**Search and Rescue ("SAR") Operations** Tenderers are encouraged to propose effective and practical Pro-innovation proposals to enhance the Vessel's SAR capability with the following supporting information and evidence to be provided to the satisfaction of the Government, otherwise the innovative suggestion will not be considered further: 1) Detailed operation scenario(s); 2) Operation limits profiles (e.g. speed, sea state, etc.); 3) List of hardware and/or software; 4) Product specifications;				

2.2 Rules and Regulations

2.2.1 The Vessel shall be designed and constructed in accordance with the rules and regulations of the RO specified in Schedule 9 of Part V in the version as at the Contract Date unless the rules and regulations of the RO specify that version of such rules and regulations as at the keel laying date of the Vessel shall apply in relation to the relevant requirements specified therein. The hull (including equipment) and machinery (including electrical installations) of the Vessel shall be assigned with appropriate class notations in the certificate of classification to be issued by the RO upon completion of the Vessel, which class notation as proposed in Schedule 9 of Part V shall meet the requirement specified in this Part VII. The Tenderer shall state in Part V, Schedule 9, which RO (to be selected from the definition of "Recognised Organisation" in Clause 1.1 of Part IV (which is repeated in Annex 9 to this Part VII) and its rules and regulations and what class notations that will be used in the design and construction of the Vessel.

2.2.2 The Contractor shall design, build and supply the Vessel in full compliance with the requirements given in this Part VII which, to that extent, may be over and above what is normally required by any statutory and RO rules and regulations. Should there be any contradiction between the rules and regulations of the RO and this Part VII, the final decision shall be vested in the Government.

2.2.3 The Vessel is required to be issued with full certificate of classification (without conditions) with notations as set out in Schedule 9 of Part V by the RO. All plans, particulars and documentations which are required for the classification of the Vessel, in addition to those listed in Annex 3 to this Part VII shall be approved by the RO before submission to GNC for endorsement and final approval prior to commencement of work. Any subsequent modifications or additions are to be treated in the same manner.

2.2.4 The Vessel shall be with class notations which is suitable for "Statement of Purposes of the Vessel" as stated in Paragraph 1.2 of this Part VII.

2.2.5 Without prejudice to the general requirement that the Contractor shall perform all Work in full compliance with all applicable laws and regulations and in full compliance with the requirements of the Contract including this Part VII, the construction of the Vessel must comply with the requirements of the RO specified in Schedule 9 of Part V. This is unless where it is expressly stated that any other RO as listed below (which list is repeated in Annex 9 to this Part VII) other than the RO specified in Schedule 9 of this Part VII may apply. There may also be other requirements further specified in sub-paragraphs (j) to (q) below which are also applicable. In each of the aforesaid cases, the version as at the Contract Date shall be applicable unless any of these requirements specifies that version of requirements as at the keel laying date of the Vessel.

(a)	American Bureau of Shipping	ABS
(b)	Bureau Veritas SA	BV
(c)	China Classification Society	CCS
(d)	DNV AS	DNV
(e)	Korean Register	KR
(f)	Lloyd's Register Group Limited	LR
(g)	Nippon Kaiji Kyokai	NK
(h)	RINA Services S.p.A.	RINA
(i)	Russian Maritime Register of Shipping	RS

And other entities and regulations as specified below:

(j) International Electrotechnical Commission ("IEC") Regulations for the electrical and electronic equipment;

(k) International Telecommunications Union Recommendations in the International Radio Regulations ("ITU-R");

(l) Quality and standards of the welding shall comply with the rules of the RO or American Welding Society ("AWS") or other applicable international standards or rules acceptable by GNC;

(m) International Regulations for Preventing Collisions at Sea 1972, and all the effective Resolutions by the International Maritime Organization ("IMO");

(n) International Code of Safety for High Speed Craft, 2000 ("IMO 2000 HSC Code" or "2000 HSC Code") and other applicable IMO regulations;

(o) All applicable Hong Kong laws and regulations including the applicable Code(s) of Practice as from time to time published on the website of the Marine Department ("COP");

(p) All other conventions, laws, regulations, guidelines and codes as mentioned in this Part VII;

(q) All equipment/fittings shall be designed and manufactured to at least the standards as specified in these Technical Specifications. When none of the rules and regulations in Paragraphs 2.2.5(j) to (p) above are applicable, then the applicable standards as specified by the applicable organizations below shall be complied with:

BSI	British Standards Institute
GB (or SAC)	Standardization Administration of the People's Republic of China
IEEE	Institute of Electrical and Electronic Engineers
ISO	International Organization for Standardization
JIS	Japanese Industrial Standards

In the event of any inconsistency among the above requirements, rules and standards, those mentioned in sub-paragraphs (j) to (q) shall prevail over the requirements of the relevant RO as listed in sub-paragraphs (a) to (i) above.

2.3 Contract Speed

2.3.1 The Contract Speed of the Vessel, when propelled by all main diesel engines each running at its 95% maximum power ("MCR"), together with the waterjet propulsion system, shall not be less than forty-five (45) knots, when running under the conditions of WMO Sea State Code 0 to 2 and under the loading and test conditions more particularly described in Annex 5 to this Part VII and further observing the requirements specified in Paragraph 2.3.2 of this Part VII. **[E]**

2.3.2 The Contract Speed prescribed above shall be achieved without porpoising, or other dynamic instabilities. The waterjet propulsion system shall match the engine profile and avoid cavitation when the Vessel operates at the full Contract Speed as mentioned in paragraph 2.3.1 above.

2.3.3 The Vessel shall also be designed for cruising and loitering operations during which all engines operate continuously, at the following Vessel speeds:

95% MCR Trials Load running speed:	45 knots
Cruising speed:	15 knots
Loitering speed:	5 knots

(d) Air pipes shall be fitted to all tanks, void spaces, and all spaces and compartments which are not fitted with other types of ventilation arrangements. All air pipes shall be fitted with automatic closure devices to RO's requirements;

(e) The lower edge of openings in exterior air pipes and trunks shall be set at a minimum clearance above the main deck which shall comply with RO's requirements;

(f) All ventilators shall be provided with weathertight covers; and

(g) Equipment fixtures and fittings on board shall be fitted properly to avoid injury to persons at all times either during normal or failure-mode operation, especially when the Vessel moves off quickly or during emergency crash stops, and during ship manoeuvres.

4.1.18 A general emergency visual and audible alarm system shall be provided for the Vessel. The alarms shall be audible throughout the Vessel and the sound pressure level shall be at least 15dB(A) above the ambient noise levels anywhere in the Vessel and its spaces and compartments when the Vessel is in its normal operational conditions. The alarm shall continue to function after it is triggered until it is turned off or is temporarily interrupted by a voice message on the public address system.

4.1.19 A public address system shall be installed covering all areas and spaces of the Vessel, including escape routes, to which the crew have access. The system shall be installed in such a way that the system would not be rendered inoperable in the initial stages of flooding or fire in a compartment.

4.1.20 The Contractor shall supply a 3D computer model of the Vessel interior for review by GNC and HKPF within two (2) months after the Contract Date. This shall be supplied in a format acceptable to GNC with no paid-license required. It shall be reviewed and approved in principle by GNC.

4.2 Wheelhouse

4.2.1 A wheelhouse shall be located at the front of the deckhouse on the main deck. The Contractor shall supply a 3D computer model of the Vessel interior, including the wheelhouse, as specified in Paragraph 4.1.20 of this Part VII. It shall be reviewed and approved in principle by GNC, following which the Contractor shall build and carry out a mock up inspection of the wheelhouse including the equipment arrangement, seats and other fittings as required under this Part VII. The mock up shall be inspected and agreed by GNC and the HKPF before the design is finalised.

4.2.2 The outside configuration of the wheelhouse shall be of a design that reduces air resistance, to deflect rain and seawater during heavy weather; and to provide practically all-round visibility at the steering/helm position. Pillars shall not be fitted inside the wheelhouse to avoid obstructing visibility and CCTV coverage.

4.2.3 Wheelhouse Marine Shock Mitigating Seats:

(a) Five (5) heavy duty pedestal seats with hydraulic damping system, armrest with safety belts shall be provided for the following personnel (one seat for each member of the personnel):

(1) Launch commander;

(2) Coxswain;

(3) Engineer;

(4) Communications officer; and

(5) Lookout.

(b) The requirements of the marine shock mitigating seats are listed as the followings:

(1) Seats shall be designed and installed in accordance with the 2000 HSC Code;

(2) Material of the structure: stainless steel and/or aluminium alloy;

(3) Materials of upholstery: heavy duty vinyl or leather;

7.2 Main Propulsion Engines

7.2.1 The Vessel shall be equipped with two (2) or three (3) electrically started, fresh water cooled marine diesel engines (alternatively referred to as "main propulsion engines" or "main engines") of adequate power for the Contract Speed. The rating of the engines for the Vessel shall fit the operational profile as stated in Paragraph 2.7.2 of this Part VII. The diesel engines shall meet IMO Tier II emission requirements without NOx after-treatment. **[E]**

7.2.2 A type approval certificate issued by any one RO listed in Annex 9 to this Part VII but not necessarily the RO specified in Schedule 9 of Part V or other entities acceptable to GNC showing that the proposed model of marine main diesel engines complies with the IMO Tier II emission requirements without NOx after-treatment as well as the Engine International Air Pollution Prevention ("EIAPP") Certificate with Supplement issued by a RO and supporting Technical File approved by RO for diesel engine over 130kW (appropriate test cycle to suit the proposed diesel engine's application in accordance with Chapter 3 of the NOx Technical Code 2008, as amended should be stated in the EIAPP certificate) shall be provided.

7.2.3 General features of the Main Engines ("M/E"):

(a) The main engines shall be marine diesel engines of proprietary make, electrically started by 24 Volt-DC, and shall have integral fresh water/sea water heat exchangers, fresh water pump, sea water pump, LO pump, fuel lift pump (if required), FO filters, LO filters, Centrifugal Oil Filters, engine-mounted instrumentation panel with essential gauges and protective devices, and any other ancillary equipment and fittings as recommended by the engine manufacturer for the efficient operation of the engines;

(b) Flexible mounting shall be used to contain the noise levels in crew spaces and not to exceed 80 dB(A);

(c) An engine-mounted charging alternator, with a capacity of not less than 60 amperes and with built-in voltage regulator, shall be provided on each M/E for charging their respective starting batteries;

(d) The design of the main diesel engines and its control systems shall have been approved by one of the RO listed in Annex 9 to this Part VII;

(e) The engine aft end shall be connected to the waterjet units via a gearbox through a flexible coupling;

(f) To facilitate LO renewal, a suitable hand pump connected to the LO sump shall be provided for each diesel engine so that LO can be drained from the lowest point of the engine LO sump;

(g) The main diesel engines shall drive the waterjet impellers through reduction gears;

(h) The main diesel engines' exhausts and silencers shall be insulated and protected according to the requirements of the RO as the hot surface presented as a risk to the onboard personnel and minimise the heat transfer into the machinery space. All components of the exhaust system shall be mounted or suspended by hangers which shall not transmit heat, noise or vibration to the Vessel's structure. The exhaust outlets shall meet the requirements of the RO. Expansion bellows shall be provided;

(i) The minimum number of engine hours before the first major overhaul for each of the main diesel engines since new shall not be less than 5,000 engine hours per main diesel engine and the same minimum time shall apply each subsequent overhaul;

(j) The main diesel engines shall be capable of operation on diesel complying with specifications set out in Cap. 311L, Schedule 1 – Air Pollution Control (Motor Vehicle Fuel) Regulation of the Laws of Hong Kong; and

7.15.2 Separate sea chests shall be provided for the main diesel engines and diesel generators if needed. The sea chests shall be installed in the vicinity of their respective seawater pump suctions but with adequate distance between each other to avoid water flow disturbance. Further, the location of the sea chest shall minimize the chance of entraining air while the Vessel responds to heavy weather and adverse sea conditions.

7.15.3 Seawater piping shall be constructed of marine grade 316L stainless steel, copper-nickel alloy or other equivalent materials, in accordance with the RO's Requirements and to the satisfaction of GNC. A suitable strainer with isolation valves and air vent shall be fitted to each seawater system. Due consideration shall also be given to the provision of quick and easy access to the seawater strainers.

7.15.4 Cathodic protection and marine growth protection system are to be installed as detailed in Paragraphs 3.4 & 4.17 of this Part VII.

7.16 Sanitary, Grey and Black Water System

7.16.1 There is one (1) toilet located in the crew space. The toilet shall use fresh water for flushing.

7.16.2 One (1) black water holding tank with capacity of not less than 500 litres shall be provided.

7.16.3 Fresh water impressed unit supply fresh water to sanitary services.

7.16.4 Vacuum toilet system shall be arranged to collect the grey and black water from toilet and sink to black water holding tank and directly overboard in emergency. Two (2) vacuum pumps shall be provided, one (1) running, the other standby.

7.16.5 The black water holding tank shall be fitted with a level gauge and a "Tank Full" indicator installed in a highly visible location in the wheelhouse.

7.16.6 The design of the vacuum toilet system shall be agreed and acceptable to GNC before installation.

7.16.7 A discharge macerator electric pump shall be provided for pumping out the contents of the black water holding tank. This shall be primarily lead to the shore connection, but shall also be arranged with a backup direct overboard discharge via non-return valve. The shore connection shall be arranged with an international shore connection.

7.16.8 Sanitary, grey and black water piping shall be made of stainless steel 316L.

7.17 Open Deck Drainage System

7.17.1 The Vessel shall be fitted with an open deck drainage system to the RO's requirements.

7.17.2 Scupper piping is to be constructed of marine grade aluminium alloy. Means shall be provided to avoid any possible galvanic corrosion. Sufficient scuppers to efficiently remove deck washing water shall be provided.

7.18 Floor Plates, Handrails and Guards

7.18.1 The floor of the engine room and jet room shall be covered with aluminium checker plates, which shall be properly secured but easily removable for safe operation. Proper insulation shall be applied to avoid galvanic corrosion. Suitable damping arrangements shall be provided for plates to avoid generation of rattling noise.

7.18.2 For easy maintenance, floor plating shall be easily removable to facilitate access to the bilges, pumps, shaft, pipework and strainers. Removable access plates shall be fitted to provide access

It is required that the Vessel is covered by the free of charge Warranty Services for one (1) year after the date of the issue of the unqualified Acceptance Certificate in respect of the Vessel. If there is more than one (1) Vessel, each such Vessel shall be covered in the aforesaid manner. The Warranty Services shall cover the entire Vessel and all its Equipment (including without limitation all Equipment specified in Schedules 6 and 7 in Part V and all Electronic Navigational Equipment as defined in relevant chapter(s) of Part VII), fittings and outfit and all Spare Parts (collectively, "Warranty Items") against defects in design, construction, workmanship or materials and against any non-compliance with any of the Product Warranties. The Warranty Services may be backed up by the Contractor using individual equipment suppliers/manufacturers' warranties but the Contractor shall remain solely liable to MD as a primary obligor to provide the Warranty Services regardless of the terms of the warranty including duration provided by such suppliers or manufacturers. Notwithstanding and without prejudice to the Contract on warranty obligations for the total Vessel, any individual equipment supplier/manufacturer's warranty extending beyond the one-year total Vessel warranty must be assigned to the Government as appropriate. In order not to violate the warranty of the engine(s), gearbox(es), propulsion system(s) and other major equipment, the Contractor shall also provide the corresponding periodic maintenance services based on the manufacturer(s)' manuals and recommendations within the Warranty Period at no extra cost to the Government.

1.6. Procedures for Warranty Claim

Without prejudice to the provisions of the Contract, detailed procedures for dealing with warranty claims must be proposed by the Contractor and agreed by MD before the issuance of the unqualified Acceptance Certificate of the Vessel ("Detailed Procedures"). These Detailed Procedures shall be agreed based on the following principles:

1.6.1. Any notification of claimed defect shall be sent from MD to the Contractor through a defined route.

1.6.2. There shall be a joint inspection and investigation to examine the defect and the Contractor shall propose the appropriate and necessary remedial action to the satisfaction of the Director.

1.6.3. The Contractor shall undertake on-site Warranty Services (including provision of all replacement Warranty Items, spare parts, labour, materials, test equipment, lifting, docking, and transportation) whether, at the option of the Government, the Vessel is berthed at the local agent's shipyard or in the Government Dockyard or maintenance bases of the user department. Taking the Vessel back to the shipyard of the Contractor (place of construction) should be avoided unless absolutely necessary.

1.6.4. Rectification of defects must have a minimum effect on the operation of the Vessel by the provision of on loan equipment if the anticipated repair time exceeds the time frame as specified in Paragraph 1.7.1 below. The proposed manner of the rectification must first be approved by the Government.

1.7. Throughout the Warranty Period, the Contractor shall be responsible for the provision of free of charge corrective maintenance and rectification of all defects in all and any of the Warranty Items including repair and replacement as necessary. This shall, at no cost to the Government, include Warranty Services to be performed by the Contractor described in the following sub-paragraphs:

1.7.1. To attend to the Vessel for inspection and repair within one (1) working day of receiving the report of a fault ("fault report") and to take immediate action to rectify the defect after inspection. Unless otherwise agreed by the Government, all corrective maintenance and rectification must be effected within two (2) working days after the fault report is first issued. The MD must be informed of what corrective maintenance and rectification actions have been taken within three (3) working days of receiving the relevant fault report.

1.7.2. To provide all necessary transport, replacement Equipment, spare parts, labour and materials, tools and testing instruments required for the corrective maintenance and rectification.

1.7.3. Any replacement item or part to be deployed shall originate from the Warranty Spare Parts or otherwise from the manufacturer of the original Warranty Item to be repaired of the same model and with the same or better specifications and must be able to be found in the latest

spare parts list issued by such manufacturer. Alternative components shall not be used without the prior approval in writing of the MD.

1.7.4. If the Contractor fails to respond to any reported warranty claims within two (2) working days, the MD may arrange corrective maintenance and rectification of the defect either on its own or by deploying a third-party contractor as deemed appropriate with a view to minimising any downtime incurred. In such case, the Contractor shall compensate the Government for the full cost of such repairs plus 10% as and for liquidated damages but not as a penalty no later than ten (10) working days after a written demand has been served on the Contractor by MD. **Any such corrective maintenance and rectification of the defect completed by MD on its own or by another third-party contractor shall not relieve the Contractor from its obligations under the Contract including those in respect of the remainder part of the Warranty Period (including all extensions). The Warranty Period shall not be affected or broken due to such course of action.**

1.8. Extension of Warranty

1.8.1. The Warranty Period for any Warranty Item shall be extended for such duration whilst the Contractor has failed to repair and correct satisfactorily the defects in such Warranty Item exceeding seven (7) working days counting from the date when the relevant fault report was first issued (or otherwise exceeding such longer permissible repair duration of more than seven (7) working days as the Government considers appropriate depending on the warranty claim) (and depending whichever is applicable, this is the "permissible repair time").

1.8.2. Warranty Items which are replaced during the Warranty Period shall have a new warranty period of one (1) year commencing from the date of replacement including the replacement as mentioned in Paragraph 1.9 below.

1.8.3. Equipment which is found to be defective during the trials at the Guarantee Slipping as mentioned in Paragraph 2.2.5 below shall have an extension of warranty of one (1) year.

1.8.4. The Warranty Period of the Vessel shall be extended if the entire Vessel is out of service for more than twenty-four (24) hours in excess of the permissible repair time as mentioned in paragraph 1.8.1 above due to any failure in any Warranty Item and this extension will count from the date when the relevant fault report was first issued until the rectification of such fault. For the avoidance of doubt, this paragraph 1.8.4 shall apply if due to any failure the Vessel has to be put out of service. It is only if the Vessel would not be put out of service notwithstanding any failure that there shall only be extension of the relevant Warranty Item but not the entire Vessel under paragraph 1.8.1.

1.8.5. In relation to a Warranty Item with extended Warranty Period as mentioned in Paragraph 1.8.1 and/or 1.8.2 and/or 1.8.3 and/or 1.8.4 above, depending on whichever is applicable, all references to Warranty Period in the Contract shall be construed to include such extended Warranty Period. For the avoidance of doubt, in the case of paragraph 1.8.4 above, the entire Vessel and all Warranty Items installed therein shall be given an extended Warranty Period in accordance with that paragraph.

1.9. Recurrent Defects

During the Warranty Period, should a second and similar defect arise in relation to a Warranty Item, this shall be construed as conclusive evidence of the Warranty Item's unsuitability for the purpose intended, and the Contractor shall take immediate steps to conduct a thorough investigation jointly with MD at the Contractor's expense, to ascertain the reasons for any such defect and shall forthwith at the MD's option and the Contractor's expense, procure and deliver another replacement Warranty Item with a new design suitable for the purpose intended to replace the original defective Warranty Item.

1.10. In the event that the Contractor proposes to modify any Warranty Item or any part of the Vessel in order to repair or replace the same or another Warranty Item, the Contractor shall obtain the Government's advance written consent to the proposed modification.

2. Guarantee Slipping

2.1. As stated in the section "Warranty" above, Guarantee Slipping shall be carried out at the end of the original Warranty Period (but if there is any extension of the Warranty Period for the entire Vessel, GNC has right to decide if the time of Guarantee Slipping should be upon the expiry of the original Warranty Period before any extension or upon the expiry of the extended Warranty Period).

2.2. At the Guarantee Slipping, the Contractor shall carry out the following work and provide all necessary materials, spare parts, labour and equipment in order to carry out such work:

2.2.1. Pre-guarantee slipping inspection and trial

(a) Joint inspection with trial to confirm the list of guarantee slipping items; and
(b) Collect vessel performance information beforehand for comparing when guarantee slipping completion.

2.2.2. Engines and Gearboxes

(c) Renew the lubricating oil and replace the filters for the outboard engines and gearboxes and top up the engine coolant (if applicable) as per the manufacturer's recommendations;
(d) Clean all the engine air filters and change the filter elements;
(e) Change all fuel/water separators elements and fuel filters for all engines;
(f) Flush through the cooling system of the outboard engines and gearboxes and renew all zinc anodes if provided;
(g) Check all the engines' belts and adjust or renew if necessary;
(h) Check tappet clearances for the inlet and exhaust valves, ignition timing and idle speed and adjust if necessary;
(i) Conduct function tests for the engines' protection system and their associated sensors, gauges and other measuring devices;
(j) Disconnect and remove all engines and gearboxes sea water pipes (suction & discharge) for inspection, and clear off marine growth and obstructive materials in all pipes and fittings;
(k) Repair all damages and leakages in the pipelines; and
(l) Any other work required or recommended by the engine manufacturer.

All of the work listed at Paragraphs 2.2.2(c) to (l) shall be carried out by the manufacturer's authorised agent/dealer. All the work procedures and the spare parts used shall comply with the manufacturer's specifications and requirements.

2.2.3. Hull and Deck Items (where applicable):

(a) Paint Under the Water Line

(i) Paint under the water line shall be checked by the paint manufacturer's representative for the effectiveness of one (1) year's protection against marine growth;
(ii) The hull shall be cleaned and ready for inspection of paint damage;
(iii) Damaged paint shall be repaired according to the paint/gelcoat manufacturer's procedures;
(iv) After the repair of the damaged paint as specified at Paragraph 2.2.3(a)(iii) above, two coats of touch up primer and one (1) coat of touch up shall be applied; and
(v) One touch up anti-fouling paint of finishing coat shall be applied to the damaged paint as specified at Paragraph 2.2.3(a)(iii) above.

(b) Paint Above the Water Line

(i) Damaged paint on the hull above the water line and deckhouse shall be repaired properly. After repair, two (2) coats of touch up primer and one coat of touch up (finishing) shall be applied;