

Tender Addendum No. 1

Tender Reference: Marine Department Shipbuilding Tender No. 3/2025

Procuring Department: Marine Department

Subject: Supply of Two (2) Hovercraft 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 Clause 44.3.2 of Part II – Conditions of Tender:

44.3.2 for the assessment under assessment criteria B(I)(a) and (b) of the Marking Scheme,

Should read as

44.3.2 for the assessment under assessment criteria B(I)(a) of the Marking Scheme,

(iv) Original Item 7 of Annex C to Part II – Conditions of Tender:

7.	<i>Paragraph 2.7.2 of Part VII of the Tender Documents</i>	<p><i>Endurance for fuel capacity:</i></p> <p><i>The fuel tank(s) onboard the Vessel shall be able to carry sufficient fuel for a minimum 2 hours at the Contract Speed as per Paragraph 2.3 of this Part VII without refuelling.</i></p>
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Should read as

7.	<i>Paragraph 2.7.2 of Part VII of the Tender Documents</i>	<p><i>Endurance for fuel capacity:</i></p> <p><i>The fuel tank(s) onboard the Vessel shall be able to carry sufficient fuel for a minimum 2 hours at the Contract Speed as per Paragraph 2.3 of Part VII without refuelling.</i></p>
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(v) Original Part (B)(I)(a) of Assessment Criteria of Annex D to Part II – Conditions of Tender:

(a) Number of Hovercraft Contracts Completed

In the past ten (10) years prior to the Original Tender Closing Date, the Tenderer has performed and completed one or more contracts in either the design and construction, or just construction, of one or more GRP Hovercrafts (Vessels) between 3.9 m and 5.8 m LOA (both figures inclusive) capable of achieving a minimum speed of 15 knots for law enforcement agencies, military organisation, coast guard agency, conservancy agency or a company providing maritime security services in Hong Kong or any other part of the world within last ten (10) years prior to the Original Tender Closing Date. (“Reference Contracts”).

.....

Should read as

(a) Number of Hovercraft Contracts Completed

In the past ten (10) years prior to the Original Tender Closing Date, the Tenderer has performed and completed one or more contracts in either the design and construction, or just construction, of one or more GRP Hovercrafts between 3.9 m and 5.8 m LOA (both figures inclusive) capable of achieving a minimum speed of 15 knots for law enforcement agencies, military organisation, coast guard agency, conservancy agency or a company providing maritime security services in Hong Kong or any other part of the world within last ten (10) years prior to the Original Tender Closing Date. (“Reference Contracts”).

.....

(vi) Original Clause 1.1 of Part B of Schedule 10 to Part V – Schedules:

1.1

I/We confirm that I/we have experience in being performed and completed _____ number of contracts in either the design and construction or just construction, of one or more GRP Hovercrafts (Hovercraft) between 3.9 m and 5.8 m LOA (both figures inclusive) capable of achieving a minimum speed of 15 knots, for law enforcement agencies, military organisation, coast guard agency, conservancy agency or a company providing maritime security services in Hong Kong or any other part of the world which was in service any time within last ten (10) years prior to the Original Tender Closing Date. (“Reference Contracts (1)”) with details below:

Should read as

1.1

I/We confirm that I/we have experience in being performed and completed _____ number of contracts in either the design and construction or just construction, of one or more GRP Hovercrafts between 3.9 m and 5.8 m LOA (both figures inclusive) capable of achieving a minimum speed of 15 knots, for law enforcement agencies, military organisation, coast guard agency, conservancy agency or a company providing maritime security services in Hong Kong or any other part of the world within last ten (10) years prior to the Original Tender Closing Date. (“Reference Contracts”) with details below:

(vii) Original Clause A(II)(a) in Excess Proposals Table of Schedule 11 to Part V - Schedules:

(a) The Electronic Navigation Equipment (or “ENE”) for the Vessel

.....

The Additional Features shall in the sole opinion of the Government substantially enhance the operation including but not limited to the followings:

.....

Should read as

(a) The Electronic Navigation Equipment (or “ENE”) for the Vessel

.....

The Additional Features (1) shall in the sole opinion of the Government substantially enhance the operation including but not limited to the followings:

.....

(viii) Original Clauses 1.6.3 and 1.6.4 of Part VII – Technical Specifications:

1.6.3 *The Vessel shall be designed and constructed in accordance with one of the following:*

- (a) The National Standard of Hovercrafts published by People’s Republic of China;*
- (b) “The Hovercraft Code” published by the Maritime Coastguard Agency, UK ;*

- (c) *National Standard for Commercial Vessels (“NSCV”) published by the Australian Maritime Safety Authority (“AMSA”);*
- (d) *the applicable requirements of RO or RA; or*
- (e) *equivalent standard acceptable to the GNC and HKPF, in the version as at the Contract Date, which shall apply in relation to the relevant requirements specified therein.*

1.6.4 *The Vessel shall be issued with a Certificate of Compliance (“COC”) as described in Paragraph 2.2.2 of this Part VII by the RO or by the RA, as one of the conditions, before the Acceptance Certificate for the Vessel may be issued. A sample of the COC is shown in Annex 7 of this Part VII. All plans, particulars and documentation, which are required for the certification of the Vessel by the RO or RA, in addition to those listed in Annex 3 to this Part VII, shall be approved by the RO or RA before submission to GNC for endorsement and final approval prior to the commencement of work. Any subsequent modifications or additions shall be treated in the same manner. Those drawings which are not required under the ship certification approval process, shall be submitted to GNC for approval before work is carried out.*

Should read as

1.6.3 *The Vessel shall be designed and constructed in accordance with one of the following:*

- (a) *The National Standard of Hovercrafts;*
- (b) *The Hovercraft Code;*
- (c) *National Standard for Commercial Vessels (“NSCV”);*
- (d) *Applicable requirements of RO or RA; or*
- (e) ***Other** equivalent standard acceptable to the GNC and HKPF.*

1.6.4 *The Vessel shall be issued with a Certificate of Compliance (“COC”) as described in Paragraph 2.2.2 of this Part VII by the RO or by the RA, as one of the conditions, before the Acceptance Certificate for the Vessel may be issued. A sample of the COC is shown in Annex 7 of this Part VII. All plans, particulars and documentation, which are required for the certification of the Vessel by the RO or RA, in addition to those listed in Annex 3 to this Part VII, shall be approved by the RO or RA before submission to GNC for endorsement and final approval prior to the commencement of work. Any subsequent modifications or additions shall be treated in the same manner. Those drawings which are not required under the ship certification approval process, shall be submitted to GNC for approval before work is carried out.*

(ix) Original Clause 1.7.4 of Part VII – Technical Specifications:

1.7.4 *The Contactor shall provide:*

.....

Should read as

1.7.4 *The **Contractor** shall provide:*

.....

(x) Original Clause 1.8.2(e) of Part VII – Technical Specifications:

(e) *Loading condition for Tests and Trials all tests and trials of the Official Sea Trial*

Should read as

(e) *Loading condition for tests and trials of the Official Sea Trial*

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

2.2.5 *Without prejudice to the general requirements 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 or RA specified in Schedule 9, or the requirements of any of the RO or RA listed below (where it is expressly specified in this Part VII in relation to a particular requirement, another RO or RA which is any one of the RO or RA listed in sub-Paragraphs (a) to (j) below may be designated for compliance with the relevant requirement) and also the requirements further specified in sub-Paragraphs (j) to (o) below:*

.....

(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(k) to (o) above are applicable, then the applicable standards specified by the applicable organisations below shall be complied with:*

.....

In the event of any inconsistency amongst the above requirements, rules and standards, those mentioned in sub-Paragraphs (k) to (o) shall prevail over the requirements of the relevant RO or RA as listed in sub-Paragraphs (a) to (j) above.

Should read as

2.2.5 *Without prejudice to the general requirements 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 or RA specified in Schedule 9, or the requirements of any of the RO or RA listed below (where it is expressly specified in this Part VII in relation to a particular requirement, another RO or RA which is any one of the RO or RA listed in sub-Paragraphs (a) to (j) below may be designated for compliance with the relevant requirement) and also the requirements further specified in sub-Paragraphs (k) to (q) below:*

.....

(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 sub-Paragraphs 2.2.5(k) to (p) above are applicable, then the applicable standards specified by the applicable organisations below shall be complied with:

.....

In the event of any inconsistency amongst the above requirements, rules and standards, those mentioned in sub-Paragraphs (k) to (q) shall prevail over the requirements of the relevant RO or RA as listed in sub-Paragraphs (a) to (j) above.

(xii) Original Clause 7.5.1 of Part VII – Technical Specifications:

7.5.1 The fuel oil for the engine(s) shall be supplied from one or more fuel oil tank(s). The capacity of the fuel tank(s) shall provide endurance for the Vessel of two (2) hours at Contract Speed as specified in Paragraph 2.7 of this Part VII. The Contractor shall design and locate the fuel oil tank in accordance with the Rules of RO or RA, The Hovercraft Code or equivalent, in the version as at the Contract Date.

Should read as

*7.5.1 The fuel oil for the engine(s) shall be supplied from one or more fuel oil tank(s). The capacity of the fuel tank(s) shall provide endurance for the Vessel of **minimum** two (2) hours at Contract Speed as specified in Paragraph 2.7 of this Part VII. The Contractor shall design and locate the fuel oil tank in accordance with the Rules of RO or RA, The Hovercraft Code or equivalent, in the version as at the Contract Date.*

(xiii) Original Clause 9.2.11(d) of Part VII – Technical Specifications:

9.2.11(d) The documents specified at Paragraphs 9.2.11(a) to (c) of this Part VII and the training materials specified in Paragraph 9.1.4 of this Part VII shall be supplied in both paper copy and in DVD format or other format acceptable to COMMS; and

Should read as

*9.2.11(d) The documents specified at Paragraphs 9.2.11(a) to (c) of this Part VII and the training materials specified in Paragraph **11.1.4** of this Part VII shall be supplied in both paper copy and in DVD format or other format acceptable to COMMS; and*

(xiv) Original Clause 10.2.8 of Part VII – Technical Specifications:

10.2.8 Vessel's Model

The Contractor shall provide the Government with three (3) Vessel models suitably scaled so that the model length overall is between 300 mm to 400 mm. The models shall include all major external fittings above and below the waterline such as the collar, console, hull, appendages including skirt, propulsion system, mast, mast fittings and navigation lights, lifesaving equipment, fire-fighting equipment and cleats, etc. according to the approved GA Plan as agreed by the Government. The Vessel model and fittings shall be made to an overall exact scale standard relevant to model making.

Should read as

*10.2.8 **Ship** Model*

*The Contractor shall provide the Government with three (3) **ship** models suitably scaled so that the model length overall is between 300 mm to 400 mm. The models shall include all major external fittings above and below the waterline such as the collar, console, hull, appendages including skirt, propulsion system, mast, mast fittings and navigation lights, lifesaving equipment, fire-fighting equipment and cleats, etc. according to the approved GA Plan as agreed by the Government. The **ship** model and fittings shall be made to an overall exact scale standard relevant to model making.*

(xv) Original Clause 11.3.5 of Part VII – Technical Specifications:

11.3.5 All facilities, venues, and materials necessary for the training courses mentioned in Chapter 9 of this Part VII and otherwise required in these Technical Specifications shall be provided by the Contractor unless otherwise specified. The training shall also be conducted in Chinese (Cantonese) and/ or English with relevant training materials to be supplied by the Contractor. The training materials shall be provided before the training, in both paper and digital format.

Should read as

*11.3.5 All facilities, venues, and materials necessary for the training courses mentioned in Chapter **11** of this Part VII and otherwise required in these Technical Specifications shall be provided by the Contractor unless otherwise specified. The training shall also be conducted in Chinese (Cantonese) and/ or English with relevant training materials to be supplied by the Contractor. The training materials shall be provided before the training, in both paper and digital format.*

(xvi) Original Clause 1.2 of Annex 1 to Part VII – Technical Specifications:

1.2. The Government reserves all rights and claims against the Contractor in the event that any warranty claim has not been handled in accordance with the terms of the Contract including this Annex and the Detailed Procedures as mentioned in Paragraph 1.6 below. Furthermore, even it is agreed between the Government and the Contract after the necessary joint inspection and investigation that certain damage to the Vessel or any part thereof falls outside the scope of the Warranty Services, if so requested by the Government, the Contractor and its local agent shall still be responsible for the repair of such damage on the same terms as set out in this Annex 1 except that it shall be at the cost of the Government. Should the Contractor and its local agent refuse to do so or provide an unreasonable quotation of the repair cost, without prejudice to the rights and claims against them, the Government shall have the full right to appoint another contractor for the repair, and the Contractor agrees that the Warranty Period and the Warranty Services for the relevant Warranty Item(s) shall not be violated or affected notwithstanding such appointment.

Should read as

*1.2. The Government reserves all rights and claims against the Contractor in the event that any warranty claim has not been handled in accordance with the terms of the Contract including this Annex and the Detailed Procedures as mentioned in Paragraph 1.6 below. Furthermore, even it is agreed between the Government and the **Contractor** after the necessary joint inspection and investigation that certain damage to the Vessel or any part thereof falls outside the scope of the Warranty Services, if so requested by the Government, the Contractor and its local agent shall still be responsible for the repair of such damage on the same terms as set out in this Annex 1 except that it shall be at the cost of the Government. Should the Contractor and its local agent refuse to do so or provide an unreasonable quotation of the repair cost, without prejudice to the rights and claims against them, the Government shall have the full right to appoint another contractor for the repair, and the Contractor agrees that the Warranty Period and the Warranty Services for the relevant Warranty Item(s) shall not be violated or affected notwithstanding such appointment.*

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

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

1.7.3

1.7.4 *If the Contractor fails to respond to any reported warranty claims within forth-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.....*

Should read as

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

1.7.3

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.....*

(xviii) 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(a) to (j) shall be carried out by the manufacturer’s authorised agent/dealer. All the work procedures and the spare parts used shall comply with*

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the manufacturer's specifications and requirements.

(xix) Original Clause 2.1 of Annex 14 of Part VII – Technical Specifications:

2.1 Handling Assessment – Full Operational Load Condition

The following assessment shall be conducted at Full Operational Load Condition as specified at Paragraph 1.7.2(e) of this Part VII.

Should read as

2.1 Handling Assessment – Full Operational Load Condition

*The following assessment shall be conducted at Full Operational Load Condition as specified at Paragraph **1.8.2(e)** of this Part VII.*

The revised pages with an indication of “(Revised on 30 April 2026) Addendum No. 1” are attached for replacement. Please replace the relevant pages by the revised ones attached and submit your tender together with the revised 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 18 June 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.

- (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 (RO) or Relevant Authority (RA) of its rules and regulations;
- (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
- (xii) all corporate documents and information concerning the Tenderer required in Clause 7 of this Part II.

5 Completion of Tender

5.1 For Paper-based Tendering

5.1.1 A Tender submitted through Paper-based Tendering will be regarded to have been submitted by a Tenderer or authorised to have been submitted by a Tenderer (as the case may be) if the Offer to be Bound in Part VI is signed in the following applicable manner:

- (1) if the Tenderer is a sole proprietorship, the Tenderer signing the Tender in the name of the Tenderer (or of the sole proprietorship), or a person authorised by the Tenderer signing the Tender for and on behalf of the Tenderer;
- (2) if the Tenderer is a partnership, one or more partner(s) of the Tenderer signing in the name of the partnership (and in the case of limited partnership, that partner must be a general partner); or a person authorised by the partnership, signing the Tender for and on behalf of the Tenderer; or
- (3) if the Tenderer is a company, a director of the Tenderer or one or more persons who are duly authorised by the Tenderer signing the Tender for and on behalf of the Tenderer.

5.1.2 The tender and all accompanying documents (including particularly the Schedules in Part V and the Offer to be Bound in Part VI) shall be submitted in writing, i.e., in manuscript or produced by whatever device including a computer printer, a scanning machine and shall be submitted in the manner stipulated in Part I of the Tender Documents and this Part II. The Offer to be Bound to be submitted (other than the signature on the Offer to be Bound which must be original) shall be Part VI or a printed copy from a softcopy of Part VI or a photocopy or a scanned copy of such hardcopy or printed copy. Any manner of reproduction of Part VI (including copy-typing) to be submitted as the Offer to be Bound shall not be acceptable and the Tender with the non-conforming Offer to be Bound will not be considered further.

33 Warning against Bribery

- 33.1 The offer of an advantage to any Government officer with a view to influencing the award of the Contract is an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong). Any such offence committed by a Tenderer or any of its officers (including directors), employees or agents will render its Tender null and void.
- 33.2 The successful Tenderer shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors who are connected with the performance of the Contract, that the soliciting or accepting of advantages, as defined in the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) is not permitted. The successful Tenderer shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their 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.

email to be issued by the Government to the Tenderer or directly to any site owner as mentioned in sub-clauses (b) to (e) above.

- 442 The making of any such site visit under Clause 44.1 above does not imply that the Tenderer will be awarded the Contract. Without prejudice to other rights and powers of the Government, should the Government be unable to enter into any premises or any part thereof in any site visit specified in Clause 44.1 above (regardless of whether the Tenderer has fulfilled its obligation to arrange such site visit under Clause 44.1 above), or that upon such site visit of any premises as mentioned in Clause 44.1 above, the Government is in doubt as to whether the Tenderer will be capable of fulfilling any terms or conditions of the Contract, the Government may disqualify the Tenderer under Clause 26.4(i) of this Part (or where the uncertainty concerns compliance with any essential requirements in Part VII – Technical Specifications, the Government will disqualify the Tenderer under Stage 2 of Annex A to this Part).
- 443 For the avoidance of doubt,
- 44.3.1 for the assessment of compliance with any essential requirements, and
- 44.3.2 for the assessment under assessment criteria B(I)(a) of the Marking Scheme,
- the Government is not obliged to make any site visit of the premises as mentioned in Clause 44.1 above. If any such site visit is made, the Government will make the assessment accordingly based on the information available including those obtained from such site visit or otherwise any lack of information due to any failure to access any part of the premises in such site visit.
- 444 Notwithstanding anything herein to the contrary, if and when the Tenderer is notified that the Government may wish to make any site visit to the premises as mentioned in Clause 44.1(e) above, the Tenderer may show cause that such site visit cannot be arranged including due to any confidentiality reason or national security reason. Where the Government is so satisfied, the Government will not take into account any failure to make such site visit in the tender assessment.

Annex C - Essential Requirements

Item	Tender Reference	Essential Requirements in Part VII
1.	Paragraph 2.2.1 of Part VII of the Tender Documents	The Vessel shall be designed and constructed in accordance with one of the following standards: The Hovercraft Code; National Standard for Commercial Vessels (“NSCV”); The National Standard of Hovercrafts; the applicable type approval of RO or RA; or equivalent, in the latest version as of the Contract Date.
2.	Paragraph 2.3.1 of Part VII of the Tender Documents	In a fully loaded condition with 90% fuel capacity and three (3) persons on board as specified in Chapter 1.8.2(e) of Part VII, the minimum highest achievable speed under the Official Speed Trial Conditions as stated in Annex 5 to Part VII shall be as follows: Minimum highest achievable speed on water: 15 knots
3.	Paragraph 2.4.1 of Part VII of the Tender Documents	The principal dimensions of the Vessel shall be as follows: Length Overall: 3.9 – 5.8 metres Extreme Breadth: 2 – 3 metres
4.	Paragraph 2.5.1 of Part VII of the Tender Documents	The material of the hull shall be Marine Grade Glass-reinforced plastic (“GRP”) or equivalent.
5.	Paragraph 2.5.1 of Part VII of the Tender Documents	The material of the Skirt shall comply with The Hovercraft Code, The National Standard of Hovercraft or equivalent standard.
6.	Paragraph 2.6.1 of Part VII of the Tender Documents	The Vessel shall be equipped with power systems including with separate fans for propulsion (thrust) and lift.
7.	Paragraph 2.7.2 of Part VII of the Tender Documents	Endurance for fuel capacity: The fuel tank(s) onboard the Vessel shall be able to carry sufficient fuel for a minimum 2 hours at the Contract Speed as per Paragraph 2.3 of Part VII without refuelling.
8.	Paragraph 3.3.1 of Part VII of the Tender Documents	The Vessel shall meet the stability requirements according to Chapter 11 Stability of the Hovercraft Code or equivalent, in the latest version as of the Contract Date.
9.	Paragraph 4.1.2 of Part VII of the Tender Documents	The Vessel shall be designed and constructed to be capable of carrying all crew and police officers of a total of three (3) persons.

Assessment Criteria	Maximum Marks out of total 100 marks	Guidelines to Tenderers for Attaining Marks in Technical Assessment
<p>performed and completed one or more contracts in either the design and construction, or just construction, of one or more GRP Hovercrafts between 3.9 m and 5.8 m LOA (both figures inclusive) capable of achieving a minimum speed of 15 knots for law enforcement agencies, military organisation, coast guard agency, conservancy agency or a company providing maritime security services in Hong Kong or any other part of the world within last ten (10) years prior to the Original Tender Closing Date. (“Reference Contracts”).</p> <p>Marks will be awarded to the Tenderer as per the third column opposite, based on the information provided in Schedule 10 of Part V and shall also make reference to Note 2 below.</p>		The Tenderer has performed and completed six (6) or more Reference Contracts.
	12 marks	
		The Tenderer has performed and completed five (5) Reference Contracts.
	9 marks	
		The Tenderer has performed and completed four (4) Reference Contracts.
	6 marks	
		The Tenderer has performed and completed three (3) Reference Contracts.
	3 marks	
	The Tenderer has performed and completed two (2) Reference Contracts.	
1 mark		
	The Tenderer has performed and completed one (1) Reference Contract.	
0 mark		
	The Tenderer has not performed and completed Reference Contract.	
(C) Past Performance	15	
(I) Tenderer’s Past Performance in Design, Construction, Delivery and Warranty Services (Note10)		
<p>(a) Design and/or Construction Deficiencies</p> <p>The record of the Tenderer in supplying vessels free from any defect in design or construction under all previous shipbuilding contracts which the Tenderer entered into with the Government within last ten (10)</p>	4	Marks will be given as follows:
		<p>4 marks</p> <p>There has not been any defect in design and/or construction in all previous shipbuilding contract entered with the Government within last ten (10) years prior to the Original Tender Closing Date.</p>

Part B – Information and Supporting Documents to be Submitted**1. Tenderer’s Experience in Design and Construction of Hovercrafts****1.1 Relevant hovercraft design and construction or just construction experience in terms of number of Contracts performed and completed by the Tenderer, viz., Reference Contract as specified in Assessment Criterion (B)(I)(a) of the Marking Scheme (and repeated below)**

I/We confirm that I/we have experience in being performed and completed _____ number of contracts in either the design and construction or just construction, of one or more GRP Hovercrafts between 3.9 m and 5.8 m LOA (both figures inclusive) capable of achieving a minimum speed of 15 knots, for law enforcement agencies, military organisation, coast guard agency, conservancy agency or a company providing maritime security services in Hong Kong or any other part of the world within last ten (10) years prior to the Original Tender Closing Date. (“Reference Contracts”) with details below:

	Contract No. 1	Contract No. 2	Contract No. 3	Contract No. 4	Contract No. 5	Contract No. 6
Project Name						
Name of Hovercraft’s Owner(s)/Operator(s)						
Type of hovercraft						
Contract Date (dd-mm-yyyy)						
No. of hovercrafts in this Contract						
Name of law enforcement agencies, military organisation, coast guard agency, conservancy agency or a company providing maritime security services operating the Hovercraft (may be multiple agencies)						
If the Reference Contract (1) is just for the construction of the hovercraft, please identify the party designing it						
Date of delivery and acceptance of the first completed hovercraft by the purchaser (dd-mm-yyyy)						
General Arrangement plan of the hovercraft included here? (Y / N)						
Length Overall (metres)						
Breadth (metres)						
Draft (metres)						
Hull material						
Skirt material						
Maximum speed (knots)						
Propulsion method						
Designed and built to the Hovercraft Code, or equivalent? (Y/N). If yes, which RO or RA issued the certificate for the hovercraft?						

Note : Tenderer may use additional sheets if information are available for more than six (6) contracts.

<p>those already specified in Chapter 9 of Part VII (“Additional Features (1)”).</p> <p>The proposed brand and model of the one or more Selected ENE with the Additional Features shall have been installed and used on a vessel operated by one or more law enforcement agency, military organisation, coast guard agency, conservancy agency or a company providing maritime security services in Hong Kong or any other part of the world anytime within 60 months prior to the Original Tender Closing Date.</p> <p>The Additional Features (1) shall in the sole opinion of the Government substantially enhance the operation including but not limited to the followings:</p> <p>(i) Capability; and/or (ii) Functionality; and/or (iii) Security; and/or (iv) Resilience.</p>	2) Three (3) Additional Features (1).	Yes/No * If Yes, please provide details, calculation, supporting documents and evidence to support the claims.
	4) Two (2) Additional Features (1).	Yes/No * If Yes, please provide details, calculation, supporting documents and evidence to support the claims
	5) One (1) Additional Feature (1).	Yes/No * If Yes, please provide details, calculation, supporting documents and evidence to support the claims
<p>(b) Comfortability and Manoeuvrability</p> <p>It is desirable that the Vessel proposed by the Tenderer has more additional features to enhance the crew’s comfort and manoeuvrability with benefits exceeding the requirements specified in Part VII (“Additional Features (2)”) including but not limited to the followings:</p> <p>(i) Turning Performance; and/or (ii) Acceleration Rate; and/or (iii) Bounce Minimization; and/or (iv) Ergonomic Design; and/or (v) Advanced Manoeuvrability</p>	1) The proposed Vessel has five (5) or more Additional Features(2).	Yes/No * If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.
	2) The proposed Vessel has four (4) Additional Features (2).	Yes/No * If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.
	3) The proposed Vessel has three (3)Additional Features (2).	Yes/No * If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.
	4) The proposed Vessel has two (2) Additional Features (2).	Yes/No * If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.

the work to be provided by the Contractor, in connection with the Electronic Navigational Equipment (“ENE”) as defined in Paragraph 9.1 of this Part VII and carry out Technical Acceptance of the Communication Equipment and ENE on behalf of the Government.

- 1.3.3 The HKPF is the end user of the Vessel and will participate in tests, inspections and trials together with GNC viz., the Technical and Delivery Acceptance of the Vessel on behalf of the Government.

1.4 Tenderer and Contractor

- 1.4.1 In addition to the drawings and information included in the Technical Proposal for the Vessel offered in its tender submission, the Contractor is obliged to prepare and submit comprehensive and detailed technical specifications of the Vessel, together with all necessary drawings and information, as required in this Part VII within the specified period of time and to the satisfactory acceptance by the RO or RA, GNC and HKPF. If no period is specified, they shall be submitted and approved by the RO or RA, GNC and HKPF (as the case may be) before the construction of the relevant part of the Vessel. Without prejudice to the Contractor’s obligations for compliance with all contract requirements set out in this Part VII (viz all essential requirements, all requirements not marked as essential, and all desirable specifications committed by the Contractor) and any rights of the Government under the Contract or otherwise, the Contractor shall submit to GNC and HKPF supplementary drawings, information and deliverables that may be deemed necessary for the design and construction of the Vessel as required in Items 1 to 9 (Essential Requirements in Part VII) of Schedule 5 and other relevant parts of the Contract where applicable. Any intended technical solutions to be proposed by the Contractor to ensure the Vessel’s compliance with each individual paragraph of the Technical Specifications shall be at least equivalent to or no less favourable than the respective contract requirements set out in this Part VII or otherwise, and shall be subject to the prior acceptance by GNC and HKPF before implementation of such intended technical solutions. In case of any discrepancies on interpretation of the technical specifications stipulated in this Part VII between the Contractor and the Government, the final decision on such intended technical solutions in fulfilling the fit-for-purpose standards and requirements shall be vested in GNC and HKPF.

1.5 Shipyard

- 1.5.1 The Contractor’s nominated shipyard for building the Vessel must have the essential shipbuilding and workshop facilities such as lifting gear, hull construction and calibration equipment, machinery installation and calibration equipment and vessel launching or slipping facilities.
- 1.5.2 The Contractor shall employ a team of professional staff to carry out the design of the Vessel and also carry out supervision and quality control work in the course of Vessel construction.

1.6 Design and Construction Responsibility

- 1.6.1 The Vessel shall be designed and constructed for a service life of not less than fifteen (15) years under maintenance which is normally expected for the Vessel.
- 1.6.2 It is the sole responsibility of the Contractor to supply the Vessel which are safe, fit and suitable for the intended operational purposes of the HKPF as set out in Paragraph 1.2.1 above and which meets all relevant regulations and all specifications in this Part VII, which include without limitation requirements for safety, health, environmental protection, hull form design features, structure, method and materials for construction and outfittings, stability, sub-division and operational efficiency.
- 1.6.3 The Vessel shall be designed and constructed in accordance with one of the following:
- (a) The National Standard of Hovercrafts;
 - (b) The Hovercraft Code;
 - (c) National Standard for Commercial Vessels (“NSCV”);

- (d) Applicable requirements of RO or RA; or
 - (e) Other equivalent standard acceptable to the GNC and HKPF.
- 1.6.4 The Vessel shall be issued with a Certificate of Compliance (“COC”) as described in Paragraph 2.2.2 of this Part VII by the RO or by the RA, as one of the conditions, before the Acceptance Certificate for the Vessel may be issued. A sample of the COC is shown in Annex 7 of this Part VII. All plans, particulars and documentation, which are required for the certification of the Vessel by the RO or RA, in addition to those listed in Annex 3 to this Part VII, shall be approved by the RO or RA before submission to GNC for endorsement and final approval prior to the commencement of work. Any subsequent modifications or additions shall be treated in the same manner. Those drawings which are not required under the ship certification approval process, shall be submitted to GNC for approval before work is carried out.
- 1.6.5 The Contractor shall design, build and supply the Vessel in full compliance with all requirements of the Contract including without limitation the Warranties, this Part VII and the Schedules; which may be over and above what is normally required by any statutory and/or RO or RA rules and/or regulations. Should there be any contradiction between the rules and regulations of the RO or RA and this Part VII, this Part VII shall prevail unless GNC stipulates or agrees otherwise.
- 1.6.6 Notwithstanding the submission of the preliminary plans and drawings by the Contractor as part of its tender for the Contract, all plans and drawings of the Vessel except the design stresses and scantlings, shall be submitted to GNC for approval before completion of the Vessel design.
- 1.6.7 Even if the Contractor may appoint a sub-contractor to design the Vessel with the prior written consent of the Government, the Contractor shall not be relieved of its obligations under the Contract through such appointment, and the Contractor shall be responsible for all acts, defaults and omissions of the sub-contractor as if they were its own.

1.7 Survey and Inspection

- 1.7.1 Tenderers shall note that the unit price per Vessel as quoted in Part V, Schedule 1, shall be deemed to have included the cost of surveys to be carried out by the relevant RO or RA in respect of that Vessel (if required to be arranged by the Contractor under the Contract).
- 1.7.2 All electronic items and their installation shall be approved and inspected by COMMS or COMMS representatives as part of Stage 3 of the Technical Acceptance.
- 1.7.3 Subject to Paragraph 1.7.8 of this Part VII, and unless the Government waives the same in writing, an advance written notice of not less than thirty (30) working days, must be given to GNC before the representatives of GNC and other Government officers are invited to conduct a survey visit of the Vessel. If insufficient notice is given the Government reserves the right only to make such visit after the appointed date and the liability for any delay resulting therefrom shall be borne by the Contractor including any liquidated damages payable under Schedule 4 to Part V.
- 1.7.4 The Contractor shall provide:
- (a) An Implementation Timetable, in the form set out in Annex 2 to this Part VII, setting out the major milestones and their scheduled completion dates and incorporating the Delivery Dates specified in Schedule 2 of Part V;
 - (b) The Drawing Submissions Timetable in the form set out in Annex 3 to this Part VII; and
 - (c) The Main Items Inspection Timetable in the form set out in Annex 4 to this Part VII.

Each one of the above shall be submitted to GNC for approval by the respective deadlines specified in Clause 11 of Part IV - the Conditions of Contract.

The Delivery Date(s) for the Vessel(s) as stated in the Implementation Timetable, shall be no later than those set out in Schedule 2 of Part V.

Official Sea Trial Programme specified at Paragraph 1.8.2(b) of this Part VII. The number of persons onboard during a particular test or trial shall be agreed by the GNC officers and HKPF representatives. The location of each person onboard, which can affect the centre of gravity of the Vessel under trial, shall also be first agreed by the GNC officers and HKPF representatives and shall be weighted and recorded.

(e) Loading condition for tests and trials of the Official Sea Trial

The loading condition to be used during tests and trials are specified below:

	Operational Load Condition
Loading condition	Full Load
Fuel (minimum)	90%
Crew	2
Officer	1
Equipment	20 kg
Dummy weight	To top up the Payload at 280 kg (Crew + Officer + Equipment+Dummy weight = 280 kg)

All loading conditions being used during the Official Sea Trial shall be complied by using the approved final lightship weight and centre of gravity. All such loading conditions shall meet the stability criteria as specified in Paragraphs 3.3.1 of this Part VII. Other documentary evidence acceptable to the Government showing that the Vessel is safe to go to sea for the intended tests and trials specified in the Contract shall be submitted.

(f) System Inspection Test

The Contractor shall propose and demonstrate to the GNC and HKPF representatives a test protocol to fully demonstrate that the Vessel, the outfitting, machinery, electrical and electronic systems are in complete condition and good working order. This shall include, but not be limited to:

- (1) Start test for propulsion (thrust) and lift engines;
- (2) An anchoring test to meet the RO or RA requirements;
- (3) An insulation test of the electrical system to the satisfactory of RO or RA and GNC; and
- (4) Other tests required by the RO or RA, GNC, HKPF, COMMS or their appointed representatives.

(g) Official Speed Trial

As part of the Official Sea Trial, the Contractor shall carry out the Official Speed Trial to determine whether the Vessel, powered by its propulsion (thrust) and lift system as per Paragraph 2.3 of this Part VII, can achieve the Contract Speed in Hong Kong. The Contractor shall carry out the Official Speed Trial in the presence of GNC officers, HKPF officers or the appointed consultant(s).

- (1) The Official Sea Trial shall be carried out in Hong Kong waters under the conditions

- listed in sub-paragraphs (a) to (j) above or the American Welding Society (“AWS”) or other applicable international standards or rules acceptable by GNC;
- (n) International Regulations for Preventing Collisions at Sea 1972, and all the effective Resolutions by the International Maritime Organization (“IMO”);
 - (o) All applicable Hong Kong laws and regulations including the applicable Code of Practice as from time to time published on the website of the Marine Department (“COP”);
 - (p) International Organization for Standardization:
 - (1) ISO 12215 – Small craft – Hull construction and scantlings;
 - (2) ISO 12216 – Small craft – Windows, port lights, hatches, deadlights and doors. Strength and watertightness requirements;
 - (3) ISO 10133 – Small craft – Electrical equipment – Extra low-voltage D.C. installations;
 - (4) ISO 7840 – Small craft – Fire resistant fuel hoses;
 - (5) ISO 8846 – Small craft – Electrical devices – Protection against ignition of surrounding flammable gases;
 - (6) ISO 10088 – Small craft – Permanently installed fuel systems and fixed fuel tanks;
 - (7) ISO 13297 – Small craft – Electrical systems – Alternating current installations;
 - (8) ISO 10592 – Small craft – Hydraulic steering systems; and
 - (9) ISO 9094-1 – Small craft – Fire protection.
 - (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 sub-Paragraphs 2.2.5(k) to (p) above are applicable, then the applicable standards specified by the applicable organisations below shall be complied with:
 - BSI British Standards Institute
 - GB 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 amongst the above requirements, rules and standards, those mentioned in sub-Paragraphs (k) to (q) shall prevail over the requirements of the relevant RO or RA as listed in sub-Paragraphs (a) to (j) above.

2.3 Contract Speed

- 2.3.1 In a fully loaded condition with 90% fuel capacity and three (3) persons on board as specified in Chapter 1.8.2(e) of this Part VII, the minimum highest achievable speed under the Official Speed Trial Conditions as stated in Annex 5 to this Part shall be as follow:

Minimum highest achievable speed on water:	15 knots	[E]
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from the steering console, allowing the craft to manoeuvre and turn in its own length. The rudder system shall comply with The Hovercraft Code or equivalent, in the version as at the Contract Date.

74 Engine Compartment

- 7.4.1 All engine compartments shall have weathertight hatches / covers / casings, so as to allow optimal reach for maintenance and to facilitate visual checking of the engines and other main components of the Vessel.
- 7.4.2 Arrangements shall provide sufficient air to the engines and shall provide adequate protection against damage, as distinct from deterioration, due to ingress of foreign matter as well as to prevent over heating (specific operating environment, i.e. Hong Kong).

75 Fuel, Lubricants and Fluid

- 7.5.1 The fuel oil for the engine(s) shall be supplied from one or more fuel oil tank(s). The capacity of the fuel tank(s) shall provide endurance for the Vessel of minimum two (2) hours at Contract Speed as specified in Paragraph 2.7 of this Part VII. The Contractor shall design and locate the fuel oil tank in accordance with the Rules of RO or RA, The Hovercraft Code or equivalent, in the version as at the Contract Date.
- 7.5.2 Fuel filters shall be provided on the suction side of the fuel pump. The system design and filtration systems shall be approved by the engine manufacturer.
- 7.5.3 The tanks shall be hydrostatically tested as required by an approved standard and connections shall be proven tightness.
- 7.5.4 The Contractor shall provide the initial fills of fuel oil, lubrication oil, coolant, and hydraulic fluids using fluids and additives prescribed by the engine manufacturer. The Contractor shall provide a summary listing of all fluids and quantities used.
- 7.5.5 All materials used in the fuel system shall be resistant to deterioration by its designated fuel and to other liquids or compounds with which it may come into contact under normal operating conditions, e.g. grease, lubricating oil, bilge solvents and sea water.
- 7.5.6 Fuel Oil Tank(s):
- (a) Fuel oil tank(s) shall be arranged to allow the Vessel to operate at acceptable trim in all operating conditions and with consideration for the requirements for good static and running trim, ensuring unobstructed visibility. The Vessel shall be designed and built with one or more fuel tank(s) to provide fuel for the Vessel's engines. The tank(s), if more than one, shall be interconnected;
 - (b) The location of the fuel oil tank(s) shall not render the Vessel being non-compliant with the requirements in this Part VII;
 - (c) The fuel oil tank(s) shall sustain the loads due to the mass of the fully filled and partially filled tank(s) with due consideration given to sloshing and accelerated forces due to the Vessel's movements at all speeds at sea, without damaging the tank and shipstructure;
 - (d) A quick closing valve or cock shall be fitted in the fuel supply line pipe as close as possible to the fuel tank (or each fuel tank if there is more than one fuel tank) or a spill proof fuel pipe connector which allows rapid disconnection of the fuel supply in emergency; and
 - (e) Provisions to the fuel oil tank:
 - (1) A tank contents gauge shall be fitted in the console. A level gauge in litres and inspection hole shall be provided for each tank;
 - (2) Suitable provision such as drip trays shall be made for collecting any oil discharge;
 - (3) The tanks shall be designed and installed to prevent water from being trapped on the exterior surface;

- (8) The completed NIR Report as required by Paragraph 9.2.10(b) of this Part VII.
- (d) The documents specified at Paragraphs 9.2.11(a) to (c) of this Part VII and the training materials specified in Paragraph 11.1.4 of this Part VII shall be supplied in both paper copy and in DVD format or other format acceptable to COMMS; and
- (e) The Contractor shall not use confidentiality as a reason for withholding the supply of relevant documentation as required by the GNC and HKPF.
- 9.2.12 Electronic Components / Spares Parts / Spare Units / Maintenance
- The Contractor shall commit to provide spare parts for the Equipment for a period not less than five (5) years from the date of the successful commissioning of the last Vessel.
- 9.2.13 Warranty Services
- (a) The Contractor shall provide a one (1) year free Warranty Period without any qualification for all ENE with effect from the date that the Acceptance Certificate in respect of that Vessel was issued;
- (b) The Contractor shall rectify any fault in accordance with the requirements as specified in Paragraph 1.7 of Annex 1 to the Part VII. The Contractor shall extend the Warranty Period for any item of equipment constituting the ENE which has broken down and required repair for a period equal to the period between the date of breakdown and the resumption of operation and service;
- (c) The Contractor shall keep sufficient spare parts for the ENE in Hong Kong with no extra cost to Government for fulfilling the warranty services requirement as specified in Paragraph 9.2.13(b) of this Part VII; and
- (d) The Contractor shall indemnify the Government in respect of any damages to all the HKPF equipment if the damages were caused by defects or malfunctions of the Vessel or its equipment onboard. Paragraph 1.4 of Annex 1 of this Part VII shall also apply to all HKPF equipment as specified in this Part VII.

93 Electronic Navigational Equipment Specifications

9.3.1 Magnetic Compass

- (a) The Contractor shall supply and install one (1) magnetic compass (with a spare bowl) situated at the console at the main steering position. The compass shall be mounted in a gimbal device, fitted with an independent dimmer switch, installed on the top of the console in line with the coxswain's line of sight dead ahead.
- (b) The compass shall have illumination from the primary and emergency power supply and shall be dimmable. The compass shall be provided with the required correcting device suitable for the Vessel.
- (c) The magnetic compass is to be supplied in accordance with requirements of any one of the RO or RA requirements, with product certificate / type approval provided.
- (d) The magnetic compass shall be capable of operating without power supply.
- (e) The magnetic compass shall be adjustable and properly calibrated in the HKSAR. The Contractor shall supply a deviation card for the magnetic compass.

9.3.2 Satellite Compass

- (a) The Contractor shall supply and install one (1) satellite compass set. The installation location of satellite compass shall submit to HKPF for approval during mock up meeting before installation.
- (b) The sensor unit shall incorporate two (2) or more satellite receivers from at least two (2) types of satellite positioning system.

- (2) Four (4) 200 mm x 150 mm colour photographs showing the profile of the Vessel in Hong Kong Waters; and
 - (3) Four (4) 150 mm x 100 mm colour photographs showing the profile of the Vessel in Hong Kong Waters.
- (c) Softcopy of Photographs
- (1) All of the photographs specified at sub-paragraphs (a) and (b) of this Part VII shall be taken using a digital camera with a resolution of at least 12 megapixels and be forwarded to GNC on a DVD in RAW and JPEG formats at Delivery Acceptance.

10.2.7 Certificates and Reports

Copies of the following documents (one (1) original with two (2) copies and one (1) softcopy stored in DVDs), filed in clear folders, shall be forwarded to GNC at Delivery Acceptance:

- (a) Associated test certificates;
- (b) Equipment test performance certificates (e.g. electronics, switchboards, etc.);
- (c) Main engine performance test certificates;
- (d) Complete record of the Official Sea Trial commissioning tests;
- (e) Original warranty certificates of all machinery, Equipment and apparatus of the Vessel (valid for twelve (12) months from the date of Acceptance Certificate of the Vessel);
- (f) Certificates of light and sound signalling equipment;
- (g) Builder certificates;
- (h) Certificates of building material;
- (i) Deviation card for compass (after adjustment in the HKSAR);
- (j) COC as described in Paragraph 2.2.2 of this Part VII, or equivalent;
- (k) Undertaking duly signed and sealed by the Contractor's (or its sub-contractor's) shipyard to provide Warranty Services in relation to all aspects of the Vessel during the Warranty Period in the HKSAR as stipulated in Annex 1 of this Part VII;
- (l) Asbestos free certificate or statement of compliance; and
- (m) Any other certificates as appropriate.

10.2.8 Ship Model

The Contractor shall provide the Government with three (3) ship models suitably scaled so that the model length overall is between 300 mm to 400 mm. The models shall include all major external fittings above and below the waterline such as the collar, console, hull, appendages including skirt, propulsion system, mast, mast fittings and navigation lights, lifesaving equipment, fire-fighting equipment and cleats, etc. according to the approved GA Plan as agreed by the Government. The ship model and fittings shall be made to an overall exact scale standard relevant to model making.

Chapter 11 Training

11.1 General

- 11.1.1 This chapter stipulates the training requirements on Electronic Navigational Equipment and for the operation and maintenance of the Vessel, and shall be arranged by the Contractor.
- 11.1.2 All training courses shall be held in the venue to be provided by the HKPF in the HKSAR. The training shall be conducted in Cantonese and / or English with relevant training materials in both Traditional Chinese and English supplied by the Contractor.
- 11.1.3 If any of the training instructor(s), trainer(s) and any other personnel providing the training, are

11.3.4 Engine and On Board Equipment Maintenance Training

- (a) In respect of the engine and on board Equipment maintenance training course, the Contractor shall, not less than two (2) months prior to Delivery Acceptance, submit for the HKPF and GNC's approval a draft engine and on board Equipment maintenance train-the-trainer training manual, which shall include, but not be limited to, all aspects of the design, day-to-day operation, breakdown, routine maintenance and fault diagnosis of the engine / electrical distribution system and hull structural repair. The draft shall include details of the depth, duration and scheduling of the proposed training course and the qualifications possessed by the proposed training instructor(s).
- (b) The Contractor shall then deliver the engine and on board Equipment maintenance training course according to the approved manual to twenty-two (22) officers of Government Dockyard Maintenance Section technical and maintenance staff in the HKSAR.

11.3.5 All facilities, venues, and materials necessary for the training courses mentioned in Chapter 11 of this Part VII and otherwise required in these Technical Specifications shall be provided by the Contractor unless otherwise specified. The training shall also be conducted in Chinese (Cantonese) and / or English with relevant training materials to be supplied by the Contractor. The training materials shall be provided before the training, in both paper and digital format.

11.3.6 The Contractor shall, upon successful completion of either of the courses specified at Paragraphs 11.3.3 and 11.3.4 above, issue each training course participant with a certificate as evidence of his / her attendance on the training course and the standards of competence achieved.

Part VII - Annex 1 - Warranty Services and Guarantee Slipping

1. Warranty Services

- 1.1. The Contractor shall provide Warranty Services in relation to all aspects of the Vessel during the Warranty Period, including Guarantee Slipping as stipulated in this Annex. Both the Warranty Services and Guarantee Slipping shall be carried out locally in Hong Kong. If the Contractor appoints a local sub-contractor to perform the Warranty Services (hereinafter “local agent”), the Contractor shall ensure that the local agent appointed will perform the Warranty Services and Guarantee Slipping in full compliance with the requirements of the Contract including those as set out in this Annex 1. It must be emphasized that it is the Contractor’s responsibility to ensure the Warranty Services and Guarantee Slipping are performed in full compliance with the terms of the Contract. The Contractor shall arrange their own technical staff with all the necessary skills, qualifications and experiences to conduct the services. Unless the technical staff from the local agent meet all these requirements, the technical staff from the Contractor to travel to Hong Kong for providing the Warranty Services. The Contractor shall provide the curriculum vitae of the local agent’s engineers involved in providing the Warranty Services as part of the Deliverables to be provided as part of the Delivery Acceptance. The Government reserve the rights to reject any engineer whose qualification and experience are not acceptable to GNC and the Government reserves the right not to accept the Vessel.
- 1.2. The Government reserves all rights and claims against the Contractor in the event that any warranty claim has not been handled in accordance with the terms of the Contract including this Annex and the Detailed Procedures as mentioned in Paragraph 1.6 below. Furthermore, even it is agreed between the Government and the Contractor after the necessary joint inspection and investigation that certain damage to the Vessel or any part thereof falls outside the scope of the Warranty Services, if so requested by the Government, the Contractor and its local agent shall still be responsible for the repair of such damage on the same terms as set out in this Annex 1 except that it shall be at the cost of the Government. Should the Contractor and its local agent refuse to do so or provide an unreasonable quotation of the repair cost, without prejudice to the rights and claims against them, the Government shall have the full right to appoint another contractor for the repair, and the Contractor agrees that the Warranty Period and the Warranty Services for the relevant Warranty Item(s) shall not be violated or affected notwithstanding such appointment.
- 1.3. For the Equipment in respect of which the manufacturer/supplier does not offer a one-year free warranty on such equipment, the Contractor shall provide the Warranty Services throughout the Warranty Period at the Contractor’s own cost. For other loose equipment and installations, such as life-saving and firefighting equipment, etc., which are required to be serviced, inspected or renewed annually, the Contractor shall provide the servicing, inspection and renewal as per the manufacturer’s requirements of that equipment or installation throughout the Warranty Period applicable to such items.
- 1.4. During the Warranty Period, when the Vessel or any part thereof is handed over for the Warranty Services and/or Guarantee Slipping, the Contractor shall be responsible for the collection and due return of the Vessel in good order (including all freight from and to the Government Dockyard and insurance (as further mentioned below)). Should there be any loss or damage of the Vessel or any Warranty Item (as defined in Paragraph 1.5 below) caused by any reason whatsoever while the Vessel is in the possession or control of the Contractor (including even when the Vessel is at the Government Dockyard or a maintenance base of the user department) or at the shipyard of the Contractor or an authorised agent appointed by it, the Contractor shall pay for the cost for the loss or damage plus 20% as and for liquidated damages but not as a penalty. Throughout the Warranty Period, notwithstanding anything to the contrary in the Contract, the Vessel and all Warranty Items are deemed to be at the Contractor’s risks, and the Contractor shall insure and keep insured, at his own expense, a property insurance with the Government to be named as the sole payee, for an indemnity amount of not less than the purchase price of the Vessel plus 20% to protect the Government property against all risks. The Certificate of Insurance and evidence showing that the premium has been paid shall be available for inspection in advance. The Contractor shall provide this insurance policy before the commencement of the Warranty Services and/or Guarantee Slipping. Any excess payable under the insurance policy shall be borne by the Contractor.
- 1.5. Total Vessel Warranty

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.

All of the work listed at Paragraphs 2.2.2(a) to (j) 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;
 - (ii) Two (2) coats of paint shall be applied on the Vessel's name, draft marks and insignia; and
 - (iii) One (1) full coat of anti-slip paint shall be applied to the open and side deck.
- (c) Inspect, clean and polish propellers/waterjet impellers
- (d) Inspect, clean and remove obstructed object on the propulsion shaft
- (e) Free, clean, grease and recondition all moving parts of the deck fittings, i.e. WT (water tight) hatches, vent covers, rollers and fairleads and anchor chain stoppers, etc
- (f) Renew all zinc anodes
- (g) Life-saving appliances ("LSA") and Fire-fighting appliances ("FFA") must be serviced and re-certified as required. (Free, clean, grease and recondition all fire control valves, hydrants and bilge suction and control valves)
- (h) Free, clean and repaint the anchor chain and swivel set
- (i) Remove the fuel tank(s) from the fuel tank compartment(s). all fuel tanks shall be pressure-tested free of leakage, while the hull structures in the fuel tank compartment should be inspected correct; and
- (j) In order to facilitate GNC/HKPF officers carrying out any inspections (if any found necessary) inside the under-deck compartments (including but not limited to visual inspections, non-destructive tests to the welding beams, etc), open up all the compartment hatches & inspection doors and remove the fuel oil tank(s) from vessel. Prepare and obtain a gas free certificate issued by approved person according to local regulation. Restore the fuel system afterward.

2.2.4. Mechanical & Electrical

- (a) Dismantle all overboard valves for inspection and renew the defective parts;
- (b) Check and clean the sea water system (including the grating, sea chest internal, sea suction and strainers) complete with renew their zinc anodes;
- (c) Each of the compartment bilge suction to be checked and free of rubbish;
- (d) Generator megger test and electrical circuit earth leak test;
- (e) Electric cables and pipes penetration inspection; and
- (f) Batteries condition check and switch over test.

2.2.5. The following shall be tested at the dock trial / sea trials as part of the Guarantee Slipping:

- (a) an electronic and printed record of the data recorded during the HA in a format(s) approved by MD in accordance with Paragraph 1.2 above by the device(s) stipulated at Paragraph 1.4 of this Annex which includes:
 - (i) the raw data captured in respect of each assessment protocol specified in Paragraphs 2.1 of this Annex;
 - (ii) a graphical depiction of each assessment showing the position and the track of the Vessel to be assessed throughout the assessment; and
 - (iii) on one chart the speed in knots and the roll and the pitch in degrees;
- (b) the following copies of the digital video footage stipulated in Paragraphs 1.5 and 1.6 of this Annex stored on a digital storage medium in a format approved by MD in accordance with Paragraph 1.2 above, namely:
 - (i) aerial digital video footage;
 - (ii) fixed digital video footage captured from the Vessel;
 - (iii) digital video footage captured from the logistics boat; and
- (c) a certificate, signed by both the Contractor and a Government Representative, which records accurately the actual Loading Condition of the Vessel as described in Paragraph 1.8.2(e) of this Part VII during each assessment of the HA.

1.8 The assessment protocols listed in Paragraphs 2.1 of this Annex shall be conducted in sea state of wave high with maximum wave high less than 0.3 metre, unless otherwise agreed with the Government Representative.

1.9 The Vessel to be assessed is required to complete and pass each of the assessments set out in Paragraphs 2.1 below. The Contractor shall have no more than five (5) attempts in total to complete and pass each of these assessments. If, at any time during an assessment, a Government Representative considers that it is unsafe to continue that assessment, the assessment shall be terminated immediately and that assessment shall be deemed to have failed.

1.10 An identical mark should be affixed in a prominent location on the tested hovercraft. (HKPF)

2 Assessment Protocols

2.1 Handling Assessment – Full Operational Load Condition

The following assessment shall be conducted at Full Operational Load Condition as specified at Paragraph 1.8.2(e) of this Part VII.

2.1.1 Straight Line Assessment

- (a) The coxswain shall accelerate from stationary to at least fifteen (15) knots within one (1) minute. At any time during this assessment, the bow of the Vessel should not rise above the horizon line with the automatic trim control system (if fitted) turned off. Should the bow rise above the horizon line with the automatic trim control system (if fitted) turned off, it shall not be for more than five (5) seconds as evidenced by the digital video footage. If the Vessel to be assessed does not achieve this, it shall be deemed to have failed the assessment.
- (b) If the Vessel, maintaining the same course and settings, does not maintain a mean speed of at least fifteen (15) knots for a period of no less than one (1) minute, the Vessel shall be deemed to have failed this assessment.
- (a) If the Vessel, maintaining the same course and settings, does not maintain a mean speed