

## **Part V - Schedules**

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## Schedule 1 – Price Schedule

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

**To: The Government of the Hong Kong Special Administrative Region of the People's Republic of China**

1. This tender is submitted by or on behalf of \_\_\_\_\_  
(hereinafter referred to as "Tenderer").
2. This Invitation to Tender relates to the procurement of the Vessels as per the Contract.

<b>Part 1 – Vessel</b>				
<b>Description</b>	<b>Item</b> (See Notes 1 to 3)	<b>Quantity</b>	<b>Unit Price (HKD/USD)*</b> (See Note 6)	<b>Sub-Total Price</b>
Two (2) Vessels in Ready for Use condition together with all Equipment in the quantities specified in Part VII – Technical Specifications which are to be installed on board of the Vessel in compliance the Offered Specifications, and all Work in respect of such Vessel to be performed in accordance with the Contract, and all Documentation including the As-Fitted Plans and Drawings, and Training.	Item 1 to Item 2 – Vessels Each item number stands for one Vessel	2 Vessels	Vessel Unit Price A =	A x 2 =
	<b>Sub-Total: Items 1 to 2</b> A (i.e. Vessel Unit Price) x 2 =			
<b>Part 2 – Spare Parts</b>				
<b>Description</b>	<b>Item</b> (See Note 4)	<b>Quantity</b> (See Note 5)	<b>Unit Price (HKD/USD)*</b> (See Notes 5 and 6)	<b>Sub-Total Price</b>
Spare Parts for the Vessel complying with the Offered Specifications.	Item 3 – Engine including Fan/Propeller for Propulsion (Trust)  (as proposed in Schedule 6)	2 Shipsets	B <sub>1</sub> =	B <sub>1</sub> x 2 =

	Item 4 – Engine or Motor, including Fan for Lift (as proposed in Schedule 6)	2 Shipsets	$B_2 =$	$B_2 \times 2 =$
	Item 5 – Complete Skirt (as proposed in Schedule 6)	4 Shipsets	$B_3 =$	$B_3 \times 4 =$
	Item 6 – Complete set of controls, displays and equipment in relation to the propulsion and lift engines fitted to the console (as proposed in Schedule 6)	1 Shipset	$B_4 =$	$B_4 \times 1 =$
	Item 7 – Electronic Navigation Equipment (“ENE”) in compliance with the requirements in Chapter 9 of Part VII - Technical Specifications  (including without limitation all the major equipment as proposed in item 5 of Schedule 6 of this Part V)	1 Shipset	$B_5 =$	$B_5 \times 1 =$
	<b>Sub-Total: Items 3 to 7</b>			
	$B_1 \times 2 + B_2 \times 2 + B_3 \times 4 + B_4 \times 1 + B_5 \times 1 =$			
<b>Part 3 - Ship Model</b>				
Description	Item (See Note 7)	Quantity	Unit Price (HKD/USD)* (See Notes 6 and 7)	Sub-Total Price
Ship Model in compliance with the requirements in Paragraph 10.2.8 of Part VII - Technical Specifications.	Item 8 – Ship Model  (suitably scaled so that the model length overall is between 300 mm to 400 mm)	3 Units	$C =$	$C \times 3 =$
	<b>Sub-Total: Item 8</b>			
	$C \times 3 =$			

<b>Total Purchase Price</b>	(See Notes 4 and 5)	
<b>(i.e. The sum of the Sub-Total for Items 1 to 8 specified above):</b>	$A \times 2 + B_1 \times 2 + B_2 \times 2 + B_3 \times 4 + B_4 \times 1$ $+ B_5 \times 1 + C \times 3 =$	

- Note 1: **A tender must offer to supply all the Items 1 to 8 complying with the Offered Specifications in this Schedule.** The Tenderer shall not propose two or more different designs and/or models of the Vessel in the same tender in response to this Invitation to Tender with different pricing (viz., different Total Purchase Prices and/or different Vessel Unit Prices). If the Tenderer fails to comply with the foregoing, subject to any clarifications to be sought in accordance with Clause 3.2.3 of the Conditions of Tender, **the Tenderer’s tender will not be considered further.** Whilst the Tenderer is neither required nor encouraged to propose two or more different designs and/or models of the Vessel, a Tenderer wishing to do so shall do as in accordance with Clause 3.2.1 or 3.2.4 of the Conditions of Tender. **A partial tender for some but not all items specified in this Schedule will not be considered. Please refer to Clauses 3.2 and 12.1 of Part II-Conditions of Tender for details.**
- Note 2: The Sub-Total for Items 1 to 2 in Part 1 is the price of the requested number of Vessels, and Equipment for such Vessels in Ready for Use condition complying with the Offered Specifications and all Work in respect of such Vessels to be performed, all Documentation including the As-Fitted Plans and Drawings, and Training.
- Note 3: The term “Offered Specifications” is defined as (a) the specifications in Part VII – Technical Specifications which are (i) the Essential Requirements, (ii) the Specifications without Label (except those subject to Counter-Proposals as further mentioned in (b)(iii) below), and (iii) those Desirable Specifications which the Tenderer has confirmed compliance in Schedule 11 of Part V; and (b) to the extent not inconsistent with the foregoing, those specifications set out in the Tenderer’s tender including (i) those in the Schedules of Part V; (ii) any Excess Proposals set out in Schedule 11 (Excess Proposals) and any Innovative Suggestions in Schedule 13 (Innovative Suggestions) of Part V; and (iii) any Counter-Proposals to the Specifications without Label to be made in the manner specified in Clause 17.3 of Part II).
- Note 4: Spare Parts in Part 2 are additional parts complying with the Offered Specifications to be procured by the Government separate from the Vessel. For Equipment forming part of the Vessel in Part 1 as well as for each of these Spare Parts, the Tenderer may not propose different models or versions of different product series and/or from different manufacturers for the same Equipment (or its Spare Part).
- Note 5: One “Shipset” comprises the number of units of that item which are required to be installed onboard of one Vessel as per the Offered Specifications.
- Note 6: Please refer to Clause 12.2 of Part II - the Conditions of Tender and specify the currency quoted.
- Note 7: A Tenderer should enter “no charge” or other equivalent expression for the ship model where it is offered on a “free of charge” basis.

\* Delete as appropriate

## Schedule 2 - Delivery Schedule

Item	Description	Delivery Date	Remarks
Item 1 to Item 2	Vessel as specified in Part 1 of Schedule 1, all in Ready for Use condition and delivered to the Government Dockyard	Within twelve (12) months after the Contract Date	See the Notes below
Item 3 to Item 7	All Spare Parts as specified in Part 2 of Schedule 1 in Ready for Use condition and delivered to the Government Dockyard	To be delivered to the Government together with the Vessel (Items 1 to 2) stated above	
Item 8	Ship Models as specified in Part 3 of Schedule 1 delivered to the Government Dockyard	To be delivered to the Government together with the Vessel (Items 1 to 2) stated above	

Note 1: Each of the Delivery Date for Items 1 to 2 and the Delivery Date for Items 3 to 8 are essential requirements and are not subject to any counter-proposal.

Note 2: The Contractor shall provide the Government with fourteen (14) days advance notice in writing of Vessel's delivery.

### Schedule 3 - Payment Schedule and Retention Money

No.	Stages	Instalment Payment in Percentage	A portion of the Instalment Payment to be Retained by the Government
1.	In respect of each Vessel, this instalment shall be payable on the Contract Date upon satisfaction of all of the following: (a) receipt by the Government of (i) an Advance Payment Bond in the form set out in Annex A to Part IV - the Conditions of Contract in the same amount as this instalment, and (ii) (for the first Vessel only and if not already paid) the Contract Deposit equal to 2% of the Total Purchase Price in cash deposit or in the form set out in Annex A to Part IV - Conditions of Contract; and (b) at the option of the Contractor, it has elected to receive this instalment upon the fulfilment of the aforementioned (a)(i) and where applicable (a)(ii) by issuing an invoice to the Government for the same after fulfilment of (a)(i) and where applicable (a)(ii).	Ten percent (10%) of the Vessel Unit Price of that Vessel as specified in Part 1 of Schedule 1	Not Applicable
2.	In respect of each Vessel, this instalment shall only be payable upon satisfaction of all of the following: (a) completion of hull structures of that Vessel; (b) receipt by the Government of an Advance Payment Bond in the form set out in Annex A to Part IV - Conditions of Contract in the same amount as this instalment; and (c) at the option of the Contractor, it has elected to receive this instalment upon fulfilment of (a) and (b) by issuing an invoice to the Government for the same after fulfilment of (a) and (b).	Twenty percent (20%) of the Vessel Unit Price of that Vessel as specified in Part 1 of Schedule 1	Not Applicable
3.	In respect of each Vessel, this instalment shall only be payable upon satisfaction of all of the following: (a) completion of installation of the thrust engine and lift engine or motor and fans/propellers on the Vessel; and (b) upon receipt by the Government of an Advance Payment Bond in the form set out in Annex A to Part IV - Conditions of Contract in the same amount as this instalment; and (c) at the option of the Contractor, it has elected to receive this instalment upon fulfilment of (a) and (b) by issuing an invoice to the Government for the same after fulfilment of (a) and (b).	Twenty percent (20%) of the Vessel Unit Price of that Vessel as specified in Part 1 of Schedule 1	Not Applicable

No.	Stages	Instalment Payment in Percentage	A portion of the Instalment Payment to be Retained by the Government
4.	In respect of each Vessel, this instalment shall be payable on issuance of an unqualified Acceptance Certificate of that Vessel unless the Government agrees that a qualified Acceptance Certificate would suffice.	Fifty percent (50%) of the Vessel Unit Price of that Vessel as specified in Part 1 of Schedule 1	Five percent (5%) of the Vessel Unit Price of that Vessel as specified in Part 1 of Schedule 1
5.	If and to the extent the Contractor has not elected to receive any of the Optional Instalments, such Optional Instalment(s) shall also be payable upon the issuance of an unqualified Acceptance Certificate of the Vessel unless the Government agrees that a qualified Acceptance Certificate would suffice.	The amount of the Optional Instalment(s) which is payable as specified opposite (if any)	Not Applicable
6.	Each instalment below shall be payable upon the written confirmation for the acceptance by the Government on receipt from the Contractor the following Items:  (a) Spare Parts (Part 2 of Schedule 1 - Items 3 to 7); and (b) Ship Model (Part 3 of Schedule 1 - Item 8)	One hundred percent (100%) of the price for the Items specified opposite based on the prices for these Items as specified in Parts 2 and 3 of Schedule 1 of Part V	Not Applicable

Note 1: Each of Instalments No. 1, No. 2 and No. 3 are “Optional Instalments”. Each of them is only payable where the Contractor has elected to receive the same by issuing an invoice to the Government upon the fulfilment of the other conditions specified in the second column of the relevant instalment. If the Contractor does not elect to receive an Optional Instalment by issuing an invoice within one month upon such fulfilment, such Optional Instalment will only become payable when an unqualified Acceptance Certificate for the Vessel has been issued unless the Government agrees that a qualified Acceptance Certificate would suffice.

Note 2: In relation to each instalment No. 2 and No. 3 specified above, the event specified in (a) of the second column shall only be treated as to have apparently taken place if the Government confirms to this effect in writing based on the evidence available to the Government.

Note 3: In relation to each instalment No. 1, No. 2 and No. 3, in addition to the event specified in (a) in the second column which is required to trigger its payment, an Advance Payment Bond in the form set out in Annex A to Part IV - Conditions of Contract shall be provided before such instalment is payable. For the instalment No. 1 to be paid in respect of the first Vessel, the Contract Deposit equal to 2% of the Total Purchase Price shall also have been provided before such instalment is payable.

Note 4: If, at the Contractor’s request, payment is to be made to the Contractor’s overseas bank account, all bank charges shall be borne by the Contractor.

Note 5: Each Advance Payment Bond to be delivered before an instalment is payable shall cover the amount of that instalment.

- Note 6: The total retention money withheld for one Vessel by the Government shall be equal to 5% of the Vessel Unit Price as specified in Schedule 1 in respect of that Vessel, (“Retention Money”). The Retention Money so retained (or the balance thereof, if any, after any deductions as the Government may make) shall be released as follows:
- (a) The Retention Money in respect of a Vessel shall be released after completion of the Warranty Period for that Vessel unless (b) below applies; and
  - (b) If any defect in one or more Warranty Item of a Vessel is not fixed upon expiry of the Warranty Period for that Warranty Item (including any extension), without prejudice to the other rights and claims of the Government, the entire Retention Money or such part thereof (as determined by the Government at its absolute discretion) for that Vessel shall continue to be retained and shall not be released until (i) if the Government requires the Contractor to continue to fix the defect, the Contractor has fixed such defect to the satisfaction of the Government, or (ii) if the Government has on its own or appointed a third party contractor to fix the defect, the amount incurred thereby has been arrived at and deducted from the Retention Money. Where the Contract Deposit is not yet released, a provisional amount as mentioned in (ii) hereinabove may also be deducted from the Contract Deposit.
- Note 7: For the avoidance of doubt, no payment to the Contractor shall be construed as or implying acceptance of any Work or Vessel, Equipment or Deliverables, or that any Work or Vessel, Equipment or Deliverables are in accordance with the Contract or relieve, limit or diminish any of the Contractor’s obligations or liabilities under the Contract or otherwise or limit or prejudice any rights or remedies of the Government under the Contract or otherwise.

### Schedule 4 - Liquidated Damages for Delay

Part	Item	Liquidated Damages Applicable
Part 1	The Vessels (Items 1 to 2) as specified in Part 1 of Schedule 1	<p>If the Contractor fails to deliver to the Delivery Location a Vessel and all Equipment thereon (including without limitation all Major Equipment specified in Schedule 6), by the Delivery Date stipulated in Schedule 2, all in Ready for Use condition, whether because of the Vessel or of any Equipment's failure to pass any part of the inspection, tests and trials in the Technical Acceptance or failure to comply with any requirement of the Contract (including without limitation the Offered Specifications, the Warranties or the Schedules), or even if such delivery has been made, but fails to procure and ensure that Vessel and all Equipment, thereon pass the Delivery Acceptance to the satisfaction of the Government by the same Delivery Date (a "Delayed Vessel"), the Contractor shall pay to the Government for each day or part thereof of delay for that Delayed Vessel an amount equal to 0.04958% of the Vessel Unit Price.</p> <p>PROVIDED THAT</p> <p>The aggregate amount payable by the Contractor in respect of each Delayed Vessel shall be capped at a maximum of 5.950% of the of the Vessel Unit Price; and</p> <p>Where there is a common factor causing the delay of more than one Vessel, the same duration of delay arising from that common factor shall accrue liquidated damages for the first Delayed Vessel but not for the subsequent Vessel ("No duplicated charging principle"). However, if there is any further duration of delay in the delivery of any subsequent Vessel(s) after the preceding Vessel has become Ready for Use caused by the same factor, then that further duration shall accrue liquidated damages for that subsequent Delayed Vessel subject to the same aforesaid No duplicated charging principle.</p>
Part 2	The Spare Parts complying with the Offered Specifications (Items 3 to 7) as specified in Part 2 of Schedule 1 or the Warranty Spare Parts complying with the specifications set out in Paragraph 1.11 of Annex 1 to Part VII	Not applicable

Part 3	The Ship Model (Item 8) as specified in Part 3 of Schedule 1	Not applicable
Part 4	Innovative Suggestions as specified in Schedule 13	If the Contractor fails to carry out in full any of the Accepted Innovative Suggestions in relation to any Vessel or any part; or otherwise not relating to any Vessel, (in each case a “non-complied Accepted Innovative Suggestion”) the Contractor shall, subject to Sub-clauses (b) to (d) of Clause 52 of Conditions of Contract, pay to the Government a sum of money calculated according to the applicable formula as liquidated damages for EACH of such non-complied Accepted Innovative Suggestions according to Clause 52 of Conditions of Contract where applicable.

### Schedule 5 - Statement of Compliance

Item	Tender Reference	Essential Requirements in Part VII	Compliance Statement (State here Yes or No)
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/RA; or equivalent, in the latest version as of the Contract Date.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
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	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
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	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
4.	Paragraph 2.5.1 of Part VII of the Tender Documents	The material of the hull shall be as follow:  Marine Grade Glass-reinforced plastic (“GRP”) or equivalent.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
5.	Paragraph 2.5.1 of Part VII of the Tender Documents	The material of the Skirt shall be as follow:  The material shall comply with The Hovercraft Code; or The National Standard of Hovercraft; or equivalent standard.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.

<b>Item</b>	<b>Tender Reference</b>	<b>Essential Requirements in Part VII</b>	<b>Compliance Statement (State here Yes or No)</b>
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.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
7.	Paragraph 2.7.2 of Part VII of the Tender Documents	Endurance for fuel capacity of 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.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
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.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.
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.	Yes/No *  If Yes, please identify the relevant part of the tender to support this compliance.

\*Deleted as appropriate

Item	Tender Reference	Specifications without Label in Part VII	Compliance Statement (State here Yes or No)
10.	Part VII of the Tender Documents	<p>The Tenderer shall also confirm whether or not it will comply with all other specifications set out in the Technical Specifications, which are without any label (collectively, “Specifications without Label”) if the Contract is awarded to it.</p> <p>The Tenderer may make Counter-Proposal(s) to these Specifications without Label (excluding Annexes 1 to 14 to Part VII) in accordance with Clauses 6.3 and 17.3 of Part II – Conditions of Tender.</p>	<p>Yes Except for the following Specifications without Label:</p> <p>Please identify the Paragraph numbering of Part VII (excluding its Annexes 1 to 14) (at the applicable level) containing such specifications where the answer is “No”. If not, it shall be deemed that the Tenderer commits to comply with all of the Specifications without Label.</p> <p>For submission of supporting proposals and where applicable, Counter-Proposal(s), if any, please see Note 2 below.</p>

\*Deleted as appropriate

Notes:

1. The Tenderer shall confirm compliance by stating “Yes” in the last column of the above table for each Item under the heading “Essential Requirements in Part VII” in the table above, otherwise, subject to any clarification request which may be made by the Government, **its tender will not be considered**. In addition, to identify the relevant parts of the Tender to support the compliance with the Essential Requirements in Part VII, the Tenderer should also provide a separate folder to contain supporting documents, data/information, brochure, etc. in sequence of the item numbers. Such supporting documents, data/information, brochure, etc. may be copied from the Technical Proposal submitted by the Tenderer. The last column of the table in Schedule 7 shall contain appropriate pointer to the material in this folder to prove compliance with the Essential Requirement where applicable. Similarly there shall also be another folder to contain supporting documents, data/information, brochure to support compliance with the Specifications without Label (to the extent that the Tenderer does propose any counter-proposal to them). The last column of the table in Schedule 7 shall contain appropriate pointer to the material in this folder to prove compliance with the Specifications without Label where applicable.
2. Under Item 10 of this Schedule, Tenderers are deemed to have by default confirmed compliance with the Specifications without Label, regardless of whether supporting proposals have been provided, except for those Specifications without Label which the Tenderer expressly mentions in the third column opposite with reference their Paragraph numbering (at the applicable level) as appearing in Part VII – Technical Specifications (excluding Annexes 1 to 14) (“Exception”) and which the Tenderer wishes to make Counter-Proposals to the Specifications without Label in accordance with Clauses 6.3 and 17.3 of Part II – Conditions of Tender. If the Tenderer does not mention any Paragraph for the Exception, it shall be deemed that the Tenderer has confirmed compliance with all Specifications without Label unless the Tenderer has submitted Counter-Proposals in respect of any Specifications without Label under Clauses 6.3 and 17.3 of Part II. Where the Tenderer mentions any Paragraph of the Specifications without Label to be covered within the Exception, but has proposed no Counter-Proposals, the Government may seek

further clarification under Clause 17.6 of Part II – Conditions of Tender. References to “Offered Specifications” in the Tender Documents which term is defined to include the Specifications without Label which the Tenderer has confirmed compliance shall include any deemed compliance and confirmed compliance after any clarification as mentioned in the aforesaid manner.

## Schedule 6 - List of Major Equipment to be Supplied

(Please refer to Clauses 9.1 and 9.5 of Part II - Conditions of Tender)

Major Equipment complying with the Offered Specifications to be installed on one Vessel to be delivered	Information (Please provide details)
<p>1. <b>Engine including Fan/Propeller for Propulsion (Trust)</b> complying with the Offered Specifications</p>	Name of Manufacturer: Address: Contact person: Email: Telephone: Facsimile No:  (please provide the same set of information for local agent (if available))
	Place of Origin:
	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer Specifications including Rated Power/Rated rpm:
<p>2. <b>Engine or Motor, including Fan for Lift</b> complying with the Offered Specifications</p>	Name of Manufacturer: Address: Contact person: Email: Telephone: Facsimile No:  (please provide the same set of information for local agent (if available))
	Place of Origin:
	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer Specifications including Rated Power / Rated rpm:

<p>3. <b>Complete Skirt</b> complying with the Offered Specifications</p>	<p>Name of Manufacturer:          Address:          Contact person:          Email:          Telephone:          Facsimile No:</p> <p>(please provide the same set of information for local agent (if available))</p> <p>Place of Origin:</p> <p>Model or Version Name or Number as advertised by the Manufacturer:</p> <p>Manufacturer specifications:</p>
<p>4. <b>Complete set of controls, displays and equipment in relation to the propulsion and lift engines fitted to the console</b> complying with the Offered Specifications</p>	<p>Name of Manufacturer:          Address:          Contact person:          Email:          Telephone:          Facsimile No:</p> <p>(please provide the same set of information for local agent (if available))</p> <p>Place of Origin:</p> <p>Model or Version Name or Number as advertised by the Manufacturer:</p> <p>Manufacturer specifications:</p>
<p>5. <b>ENE equipment</b> complying with the Offered Specifications</p>	<p>Name of Manufacturer:          Address:          Contact person:          Email:          Telephone:          Facsimile No:</p> <p>(please provide the same set of information for local agent (if available))</p> <p>Place of Origin:</p>

	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer specifications:
6. <b>Additional items</b> , if any, to be used in conjunction with any of the above-mentioned Equipment in order to ensure that the above-mentioned Equipment will comply with the Offered Specifications (please specify details)	Name of Manufacturer: Address: Contact person: Email: Telephone: Facsimile No:
	(please provide the same set of information for local agent (if available))
	Place of Origin:
	Model or Version Name or Number as advertised by the Manufacturer:
	Manufacturer Specifications:

## Notes:

- (a) A Tenderer's failure to submit the name of the manufacturer and model or version (Name or Number) of each Items 1 to 5 in this Schedule 6 by the **Tender Closing Date will lead to disqualification.**
- (b) The product series or version or model of each proposed Equipment in this Schedule 6 and where applicable Schedule 7 of Part V must not have been discontinued production or de-supported by the manufacturer as at the Tender Closing Date, or announced to be discontinued production or de-supported by the manufacturer at some future date which announcement has been made prior to the Tender Closing Date, **failing which the Tenderer's tender may not be considered further.**
- (c) Only one single model or version of a product series from the same manufacturer shall be proposed for each of items 1 to 5 in this Schedule 6 but not two or more models or versions of different product series and/or from different manufacturers. If the Tenderer proposes to submit different models or versions of a product series from the same or different manufacturer(s) for any of the items 1 to 5 in this Schedule 6, the Tenderer shall submit different versions of Schedule 6, each version for one model or version to be offered, failing which the **Tenderer's tender may not be considered further under Clause 3.2.3 of the Conditions of Tender.**
- (d) The Tenderer shall not propose two or more different designs and/or models of the Vessel in the same tender in response to this Invitation to Tender with different pricing (viz., different Total Purchase Prices and/or different Vessel Unit Prices). If the Tenderer fails to comply with the foregoing, **subject to any clarification to be sought in accordance with Clause 3.2.3 of the Conditions of Tender, the Tenderer's tender will not be considered further. Whilst the Tenderer is neither required nor**

**encouraged to propose two or more different designs and/or models of the Vessel, a Tenderer wishing to do so shall do so in accordance with Clause 3.2.1 or 3.2.4 of the Conditions of Tender.**

- (e) “all requirements of Part VII” means all specifications stated in Part VII regardless of their designation as essential requirements or specifications without label but in the case of the desirable specifications, only if the Tenderer has committed to comply with them and in the case of desirable specifications which are Excess Proposals by submitting or referring to the relevant proposals in Schedule 11 (Excess Proposals) of Part V.
- (f) All product literature published by the manufacturer for each of the items above shall be attached to this Schedule.
- (g) The quantities of a piece of major Equipment specified in the relevant paragraphs of Part VII, refers to the quantities to be installed on board of the Vessel. It does not cover the quantities required to be delivered as Spare Parts as specified in Schedule 1 of Part V. No Spare Part is required to be stored onboard of the Vessel.

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

- (a) The Tenderer shall submit the following documents for the proposed Vessel, as part of the tender submission. **A Tenderer's tender will not be considered further if the Tenderer fails to submit any of the information or documents marked in bold in the third column of the table below before the Tender Closing Date. For the avoidance of doubt, all product literature, brochures, the details of the Hong Kong agents and type approval certificates as mentioned therein may be resubmitted after the Tender Closing Date upon request by the Government (if any). For those that are not marked in bold, if they are found missing on the Tender Closing Date and is not submitted upon subsequent request (if any), the Government may still, but is not obliged, disqualify the relevant Tenderer.**
- (b) The Tenderer shall provide the name(s) and contact information of the person(s) who will answer Government any technical questions regarding the design and construction of the Vessel. **The Tenderer should note that the plans and information listed below are preliminary and for tender evaluation purpose only.** The plans and information to be submitted by the Contractor shall be further refined and developed, and subject to confirmation and approval by the Government after the Contract award in accordance with the requirements of the Contract.
- (c) For the essential requirements stated in Part VII – Technical Specifications in relation to any Equipment to be offered by the Tenderer including any Major Equipment listed in Schedule 6, if the product literature from the manufacturer provided whether in this Schedule or Schedule 6 does not substantiate that the proposed model of Equipment complies with the relevant essential requirement applicable to it, the Tenderer shall, upon the request of the Government any time after the Tender Closing Date (if the same is not already provided), also provide the confirmation from the manufacturer, failing which **the tender will not be considered further.**
- (d) For any other requirement in Part VII - Technical Specifications in relation to any Equipment which is not stated as an essential requirement but which the Government in its judgment does not consider that such requirement should require further customisation work after the Contract award for fulfilment (especially in the case of Equipment which is required to be proprietary-made), if the product literature from the manufacturer provided whether in this Schedule or Schedule 6 does not substantiate that the proposed model of Equipment complies with the relevant requirement applicable to it, the Tenderer shall, upon the request of the Government any time after the Tender Closing Date (if the same is not already provided), also provide the confirmation from the manufacturer, failing which **the tender may not be considered further.**
- (e) The fourth Column of Schedule 7 Table, as below, shall be completed by the Tenderer to identify the part of the tender which contains the information or document requested. Any document requested (unless already attached to Schedule 6) should be attached to this Schedule with a numbering system to clearly identify it and the numbering should also be specified in this column, failing which **the tender may not be considered further.**

**Schedule 7 Table**

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
1.	2.1 and 2.6.1	<b>Preliminary General Arrangement Plan of the proposed Vessel (“Preliminary GA Plan”) to show compliance with applicable provisions of Part VII.</b>	
2.	2.2.1	Evidence to show the Vessel to be designed 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/RA; or equivalent, in the latest version as of the Contract Date.	
3.	2.3.1	Power/speed predictions for the Contract Speed(s) to show compliance with the essential requirements as specified in Paragraph 2.3.1 of Part VII, under the sea state and load conditions as specified therein, together with a descriptive account of the philosophy and methodology employed for such speed predictions/evaluations.	
4.	2.5.1	Preliminary Construction plans –including proposed material of the hull and skirt are in compliance with the essential requirement specified in Paragraph 2.5.1 and other applicable provisions of Part VII.	
5.	2.7.2	Fuel oil tank capacity calculations or information showing compliance with the requirements set out in Paragraph 2.7.2 of Part VII.	
6.	3.3	The preliminary stability calculations showing compliance with the requirements set out in Paragraph 3.3 of Part VII. All calculations and drawings must be in metric units.	

Item	Paragraph number of Part VII	Information and documents to be submitted to prove compliance with the requirements in the paragraph(s) of Part VII specified in the second column (which is not necessarily an essential requirement)	To be completed by the Tenderer [see Paragraph (e) of this Schedule 7 of Part V, as above]
7.	All relevant paragraphs of Chapter 7	Unless already provided in Schedule 6, technical information of the propulsion engine and lift engine and fans as published by the engine manufacturer, including fuel consumption data to show compliance with the requirements in relevant paragraphs of Chapter 7 of Part VII.	
8.	All relevant paragraphs of Chapter 8	Preliminary schematic layout drawings of electrical circuits.	
9.	All relevant paragraphs of Chapter 9	Information including the technical details and information provided by the manufacturers of each piece of Electronic Navigation Equipment listed in Chapter 9 of Part VII.	
10.	All relevant paragraphs of Chapter 9	The details of the Hong Kong agents including their company names, postal addresses, email addresses and phone numbers for the machinery and equipment installed in the Vessel including the Electronic Navigation Equipment to show compliance with the requirement specified in Chapter 9 of Part VII.	
11.	All applicable paragraphs in Part VII concerning Major Equipment listed in Schedule 6	Unless already provided in Schedule 6, in relation to each piece of Major Equipment, all the manufacturers' product literature containing specifications to show compliance with all essential requirements as well as other specifications stated in Part VII concerning such Major Equipment (unless customisation or other work is required for compliance).	
12.	All applicable paragraphs in Part VII concerning equipment other than Major Equipment listed in Schedule 6	If and to the extent applicable, the manufacturer's product literature of each piece of Equipment described therein to show compliance with the specifications stated in Part VII for such Equipment (unless customisation or other work is required for compliance).	

## Schedule 8 - Tenderer's Information

### 1. Particulars of Tenderer:

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

	Tenderer (unless it is an unincorporated joint venture)	
(k)	(if the Tenderer is a company or body corporate) a copy of the Memorandum and Articles of Association (if any), Certificate of Incorporation, Certificate of Change of Name (if any), and other corporate documents	Please attach if applicable.
(l)	(if the Tenderer is a company incorporated in Hong Kong or is registered as a non-Hong Kong company under the Companies Ordinance, Chapter 622 of the Laws of Hong Kong) a copy of the latest annual return filed with the Companies Registry and all subsequent filings since the latest annual return; or (if not) the equivalent documents issued by the authority of the place of incorporation of the Tenderer	Please attach if applicable.
(m)	if the Tenderer is a subsidiary, the name(s) and place(s) and date(s) of incorporation of its immediate and ultimate holding companies	
(n)	A certified extract of the Tenderer's board resolution or other documentary evidence acceptable to the Government demonstrating the Tenderer's authorisation and approval for the submission of its Tender. This requirement shall always be applicable to a Tenderer which is a company regardless of the mode of submission of Tender. In the case that a Tenderer is a sole proprietorship or a partnership, documentary evidence acceptable to the Government demonstrating the Tenderer's authorisation and approval for the submission of its Tender shall also be required if (a) (in the case of Paper-based Tendering), the signatory of the Offer to be Bound, or (b) in the case of Electronic Tendering using an Identification Code, the person submitting the Tender, is not the sole proprietor or a partner (or a general partner in the case of a limited partnership) (as the case may be)	Please attach if applicable.
(o)	if the Tenderer is an incorporated joint venture or unincorporated joint venture, a copy of the joint venture agreement shall be provided	Please attach if applicable.
(p)	Telephone No. of the Tenderer	
(q)	Fax No. of the Tenderer	
(r)	Email address of the Tenderer	

**2. Particulars of Tenderer's Process Agent in Hong Kong (if the Tenderer does not have an address in Hong Kong)**

- (a) Name of Company:
- (b) Address:
- (c) Telephone No.:
- (d) Fax No.:
- (e) Name of Person in Charge:
- (f) Email:

**3. Tenderer's Shipyard Facilities**

The Tenderer shall provide the following information regarding the shipyard and workshop facilities which will be used for performing the Contract. The shipyard and workshop facilities may belong to the Tenderer or to a proposed sub-contractor for the Contract or a joint venture party of the Tenderer.

- (a) Owner of the shipyard and workshop facilities.
- (b) Shipyard address and proposed construction site address for the Vessel if not the same as the shipyard.
- (c) Telephone No.:
- (d) Fax No.:
- (e) Name of Person in Charge:
- (f) Email:
- (g) List of the workshop facilities such as lifting gear, hull construction and calibration equipment, machinery installation and calibration equipment and vessel launching or slipping facilities intended to be used for the construction of the Vessel, with detailed description and photographs.

The Tenderer shall also provide further information as necessary when requested by the Government at the tender evaluation stage.

**4. Particulars of Tenderer’s Sub-contractor**

- (a) Name of Sub-contractor:
- (b) Address:
- (c) Telephone No.:
- (d) Fax No.:
- (e) Name of Person in Charge:
- (f) Email:
- (g) Brief Description of the Sub-contract Work:

**5. Particulars of the Tenderer’s Key Personnel**

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

**6. Information required under Clause 26.4 of the Conditions of Tender:**

\*(a) I/We confirm that none of the events as mentioned in Clauses 26.4(a) to 26.4(g) of the Conditions of Tender has ever occurred.

\*(b) I/We confirm that the following event(s) as mentioned in Clauses 26.4(a) to 26.4(g) of the Conditions of Tender has occurred.

Date	Details of the Event

Note: \* Please tick (✓) the appropriate box if the statement is confirmed to be correct.

## Schedule 9 - Proposed Recognised Organisation / Relevant Authority

The Tenderer shall provide details of the proposed Recognised Organisation (“RO”) or Relevant Authority (“RA”) which will be deployed for performing supervisory work in relation to the design and construction of certain parts of the Vessel as specified in the Technical Specifications:

(Note: Please refer to Clause 9.2 of Part II - Conditions of Tender and Paragraphs 1.6, Paragraph 2.2 and other provisions of Part VII - Technical Specifications)

### The Vessel

Name of the Recognised Organisation / Relevant Authority:	<i>[Please stated the name of the Recognised Organisation / Relevant Authority here.]</i>
Rules and regulations to be followed by the Contractor in performing the design and construction of the Vessel:	<i>[Please state here the Rules, guidance, and standards to be followed (a)The Hovercraft Code; (b) National Standard for Commercial Vessels (“NSCV”); (c) National Standard of Hovercraft; or (d) Other equivalent standard.]</i>

(Note: The Vessel shall be issued with a Certificate of Compliance (“COC”) by the RO or RA in accordance with Paragraph 2.2.2 of Part VII. A sample of COC is shown in Annex 7 of Part VII.)

**The Tenderer’s tender will not be considered if the Tenderer fails to submit and complete this Schedule in its tender before the Tender Closing Date**

## **Schedule 10 – Claim of Tenderer’s Experience**

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

1. The Tenderer shall provide in the relevant table below information of hovercraft(s) in hovercraft design and construction or just hovercraft construction project (each a “vessel project” (in upper or lower case)) as further specified in Part B of the Marking Scheme in Annex D (Marking Scheme) to Part II – Conditions to Tender together with the required supporting documents.
2. For each vessel project to be evaluated under assessment criteria in Part (B) of the Marking Scheme, the supporting documents shall include relevant contracts, General Arrangement Plan, and acceptance documents or other documents evidencing of acceptance by the purchaser of the hovercraft, which the vessel project relates to at the satisfaction of the Government. Acceptance documents or other document evidencing acceptance must have been signed by the relevant purchaser of the hovercraft or a classification society. Acceptance documents issued or signed solely by the Tenderer are not acceptable.
3. **If the Tenderer fails to provide the information in relation to a vessel project before the Tender Closing Date or fails to provide supporting documents as mentioned above before the Tender Closing Date or by the time stipulated by the Government after the Tender Closing Date; or if the supporting documents do not prove the claimed experience, no mark will be given to the Tenderer for the relevant Assessment Criterion.**
4. **Where it is a party to a joint venture which has performed a vessel project, the name of the joint venture party shall be identified clearly and references herein to “Tenderer” or “I/we” shall mean such party.**
5. **All references to Length Overall (LOA) shall have the meaning given in Paragraph 2.4 of Part VII.**

**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 (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:

	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.

**Schedule 11 – Excess Proposals**

<b>Assessment Criteria</b>	<b>Guidelines</b>	<b>Support Document (State here Yes or No)</b>
<b>(A) Technical Aspect</b>		
<b>(I) Functional Aspects</b>		
<p><b>(a) General Arrangement</b></p> <p>It is desirable that the design of the general arrangement of the proposed Vessel as shown in the Preliminary General Arrangement Plan of the proposed Vessel submitted by the Tenderer in Schedule 7 of Part V providing benefits in the following aspects exceeding the requirements as set out in Part VII:</p> <p>(i) Safer and more efficient movement of crew inside the Vessel;</p> <p>(ii) More efficient access and maintenance of major equipment as listed in the Schedule 6 of Part V;</p> <p>(iii) More efficient design and layout that facilitates handling of major incidents, including but not limited to search and rescue operations, medical evacuations; and</p> <p>(iv) Higher robustness of construction, more efficient speed control response and predictable manoeuvrability at high speeds with smooth ride characteristics than the relevant requirements of Part VII.</p>	<p>1)</p> <p>The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to four (4) aspects as stated in the first column opposite.</p>	<p>Yes/No *</p> <p>If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the features specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>
	<p>2)</p> <p>The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to three (3) aspects as stated in the first column opposite.</p>	<p>Yes/No *</p> <p>If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the features specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>
	<p>3)</p> <p>The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to two (2) aspects as stated in the first column opposite.</p>	<p>Yes/No *</p> <p>If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the features specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>

<p><b>(a) General Arrangement (Cont'd)</b></p>	<p>4)</p> <p>The General Arrangement of the proposed Vessel demonstrates a practical and effective design which can bring benefits to one (1) aspect as stated in the first column opposite.</p>	<p>Yes/No *</p> <p>If Yes, please identify the part of the Preliminary General Arrangement Plan achieving the feature specified in the second column opposite with annotation. If not provided as part of the Preliminary General Arrangement Plan submitted in Item 1 of the table in Schedule 7 of Part V, extra documents and drawings shall be submitted to support the claims of benefits.</p>
<p><b>(b) Skirt System</b></p> <p>It is desirable that the Tenderer proposes one or more additional design features for the skirt system in addition to those requirements already specified in Paragraph 3.2.4 of Part VII (“Additional Design Features”). The additional design features shall enhance the skirt system of the proposed Vessel in following aspects:</p> <p>(i) Wear-resistance; and/or  (ii) Durability; and/or  (iii) Ease of maintenance and replacement (e.g. design provisions that enable reduced replacement time).</p>	<p>1)</p> <p>Three (3) or more Additional Design Features for the skirt system.</p>	<p>Yes/No *</p> <p>If Yes, please provide details of the features, supporting documents and evidence to support the claims</p>
	<p>2)</p> <p>Two (2) Additional Design Features for the skirt system.</p>	<p>Yes/No *</p> <p>If Yes, please provide details of the features, supporting documents and evidence to support the claims</p>
	<p>3)</p> <p>One (1) Additional Design Feature for the skirt system.</p>	<p>Yes/No *</p> <p>If Yes, please provide details of the features, supporting documents and evidence to support the claims</p>
<p><b>(II) Operational Aspects</b></p>		
<p><b>(a) The Electronic Navigation Equipment (or “ENE”) for the Vessel</b></p> <p>It is desirable that any one or more of the ENE as listed in Chapter 9 of Part VII proposed by the Tenderer for the Vessel (“Selected ENE”) should have one or more features in addition to</p>	<p>1)</p> <p>Four (4) or more Additional Features (1).</p>	<p>Yes/No *</p> <p>If Yes, please provide details, calculation, supporting documents and evidence to support the claims.</p>

<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 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>	<p>2) Three (3) Additional Features (1).</p>	<p>Yes/No *</p> <p>If Yes, please provide details, calculation, supporting documents and evidence to support the claims.</p>
	<p>4) Two (2) Additional Features (1).</p>	<p>Yes/No *</p> <p>If Yes, please provide details, calculation, supporting documents and evidence to support the claims</p>
	<p>5) One (1) Additional Feature (1).</p>	<p>Yes/No *</p> <p>If Yes, please provide details, calculation, supporting documents and evidence to support the claims</p>
<p><b>(b) Comfortability and Manoeuvrability</b></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>	<p>1) The proposed Vessel has five (5) or more Additional Features (2).</p>	<p>Yes/No *</p> <p>If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.</p>
	<p>2) The proposed Vessel has four (4) Additional Features (2).</p>	<p>Yes/No *</p> <p>If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.</p>
	<p>3) The proposed Vessel has three (3) Additional Features (2).</p>	<p>Yes/No *</p> <p>If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.</p>
	<p>4) The proposed Vessel has two (2) Additional Features (2).</p>	<p>Yes/No *</p> <p>If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.</p>

	5) The proposed Vessel has one (1) Additional Feature (2).	Yes/No * If Yes, please indicate in the Preliminary General Arrangement Plan and provide details, supporting documents and evidence to support the claims.
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**Desirable Specifications other than the specifications for the Excess Proposals**  
**(Not applicable if there is no such type of Desirable Specifications in Part VII)**

Reference in the Tender Documents	Desirable Specifications in Part VII	Compliance Statement (State here Yes or No)	Description, specifications and details of the proposals complying with the Desirable Specifications
Part VII of the Tender Documents	Should it elect to do so, the Tenderer may confirm that it will comply with all or any specifications set out in the Technical Specifications which are labelled [D] if the Contract is awarded to it other than those already specified above concerning the Excess Proposals.	Yes/ No * Please identify the Paragraph of Part VII containing such desirable specifications.	

\* Please delete the inapplicable part.

Note:

1. If the Tenderer confirms compliance by stating “Yes” in the last column of the above table, in addition to identifying the relevant parts of the Tender to support the compliance, the Tenderer should also provide a separate folder to contain supporting documents, evidence, data/information, brochure, etc. in sequence of the item numbers in this Schedule to support the claims. Such supporting documents, data/information, brochure, etc. may be copied from the Technical Proposal submitted by the Tenderer. Acceptance or otherwise will be at the sole discretion of the Government.

## Schedule 12 - Non-collusive Tendering Certificate

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

To: The Government of the Hong Kong Special Administrative Region of the People's Republic of China

Dear Sir / Madam,

1. I/We, (name of the Tenderer) \_\_\_\_\_ of  
(address(es) of the Tenderer(s)) \_\_\_\_\_  
\_\_\_\_\_ refer to  
the Government's invitation to tender for the Contract ("Invitation to Tender") and my/our  
Tender in response to the Invitation to Tender.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Tender:
- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
  - (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
    - (i) prices;
    - (ii) methods, factors or formulas used to calculate prices;
    - (iii) an intention or decision to submit, or not submit, any Tender;
    - (iv) an intention or decision to withdraw any Tender;
    - (v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
    - (vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
    - (vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
  - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
  - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
  - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
  - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
  - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
  - (g) any person other than the Government, provided that the Government has given prior written consent.

#### Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Tender Documents concerning subcontracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

#### Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 34.1 of Part II - the Conditions of Tender, the Government may exercise any of the rights under Clauses 34.3 to 34.5 of the Conditions of Tender in Part II, in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Signed by the Tenderer /

Signed by an authorised signatory :  
for and on behalf of the Tenderer

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Name of the authorised signatory :  
(where applicable)

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Title of the authorised signatory :  
(where applicable)

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Date :

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## Schedule 13 Innovative Suggestions

(Please refer to the Explanatory Notes in the Marking Scheme for details.)

Tenderers shall provide details of its proposed Innovative Suggestions<sup>1</sup> in the following tables. If there is not enough space, please use supplementary sheets if necessary.

### Pro-innovation Proposals – Directly relevant to the procurement covered by the Contract

Item No	Pro-innovation Proposals <sup>2</sup>	The output to be produced upon carrying out of the Pro-innovation Proposal <sup>3</sup>	Brief description of the benefits/positive values to be brought about <sup>4</sup>	How to carry out	Supporting documents (if any)
1	<p><b>Pro-innovation Proposals</b> The Tenderer is encouraged to propose effective and practical Pro-innovation proposals to enhance the capabilities of the proposed Vessel to perform the missions, including but not limited to sea safety patrol,</p>				

<sup>1</sup> The Innovative Suggestion, whether it be a Pro-innovation Proposal or an ESG Proposal, shall not just repeat, or be inconsistent with, the requirements of the Tender Documents.

<sup>2</sup> Please identify the technological means or arrangements or work process or solutions or equipment covered by the Pro-innovation Proposal that can enhance efficiency, effectiveness and productivity of the Goods and/or Services. If not clearly stated, it shall be assumed that the Pro-innovation Proposal shall apply to all Goods and all Services.

<sup>3</sup> If not already mentioned in the second column, please identify the output to be achieved when the Pro-innovation Proposal is carried out which should be visible and preferably be quantifiable and measureable.

<sup>4</sup> The Marking Scheme stipulates a list of benefits and/or positive values which a Pro-innovation Proposal shall bring about (viz, search and rescue ability and safety and effectiveness of pursuit and interception of vessel ability), in order to score marks, the proposed Pro-innovation proposal must bring about any one or more such benefits and/or positive values as found in the list.

	search and rescue operations, law enforcement operations, logistical support, beach landing, and officer transferring.				
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**ESG Proposals – May but need not be directly relevant to the procurement covered by the procured the Contract**

<b>Item No</b>	<b>ESG Proposals<sup>5</sup> (E) for environmental protection or sustainability (S) for social responsibility (G) for governance</b>	<b>Brief description of the benefits/positive values to be brought about<sup>6</sup></b>	<b>How to carry out</b>	<b>Supporting documents (if any)</b>

**Name of Tenderer in English (in Block Letters):** \_\_\_\_\_

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<sup>5</sup> Please identify whether the ESG Proposal is for environmental protection or sustainability OR for social responsibility OR for governance by filling in (E) or (S) or (G) as the case may be. Unless otherwise expressly specified, it shall be assumed that the ESG Proposal shall apply to all Goods and all Services.

<sup>6</sup> Please see footnote 4 above.