

(by e-mail and fax)



Our Ref.: 04823-00434
Tel.: (852) 2926 8022
Fax: (852) 2367 5501

21 August 2023

To: All Bidders

Dear Sir/Madam,

Quotation Ref.: 04823-00434

Provision of Supporting Services to develop a Regional Reanalysis System for High Impact Weather Cases using Four-Dimensional Variational Data Assimilation Technique

I am pleased to submit invitation to quotation for the provision of the above services as detailed in the Quotation Documents attached.

The closing date/time for this Invitation to Quotation is **9:30 a.m. on 12 September 2023**. **Late quotations will not be accepted.** Please ensure that your quotation is submitted in sealed plain envelope with the Quotation Label affixed on the cover of the envelope for paper-based quotation. Your quotation shall be deposited into the Quotation Box located at the General Registry, G/F., 1883 Building, 134A Nathan Road, Kowloon, Hong Kong or submitted through the e-Procurement System.

In case a tropical cyclone signal No. 8 or above is in force, or a black rainstorm warning signal or “extreme conditions after super typhoons” announced by the Government being in force, or any possible scenarios of blockage of public access to the Quotation Box for any duration between 7:00 a.m. (Hong Kong time) and 9:30 a.m. (Hong Kong time) on the Quotation Closing Date, the Quotation Closing Time will be extended to 9:30 a.m. (Hong Kong time) on the next working day.

If you are not interested to quote, please acknowledge receipt of this invitation and advise why you are unable to make an offer.

Yours faithfully,

(Miss Carmen CHAN)
for Director of the Hong Kong Observatory

c.c. Internal
SO(F)131
SSO(F)13

科學創新 · 服務用心

Innovate with Science · Serve with Heart

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hkweather
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 hk.observatory

Invitation to Quotation (Services)

Quotation Reference: 04823-00434

Provision of Supporting Services to develop a Regional Reanalysis System for High Impact Weather Cases using Four-Dimensional Variational Data Assimilation Technique

LODGING OF QUOTATION

To be acceptable as a quotation, this form, properly completed and enclosed in a sealed plain envelope marked with “(Quotation Reference: 04823-00434 - Provision of Supporting Services to develop a Regional Reanalysis System for High Impact Weather Cases using Four-Dimensional Variational Data Assimilation Technique)”, addressed to the Chairman, Quotation Opening Team, Hong Kong Observatory and must be deposited in the Hong Kong Observatory Quotation Box situated at the General Registry, Ground Floor, 1883 Building, 134A Nathan Road, Kowloon, Hong Kong or through the e-Procurement System before 9:30 a.m. on 12 September 2023. Late quotations will not be accepted.

INTERPRETATION

PART 1 – TERMS OF QUOTATION

PART 2 – GENERAL CONDITIONS OF CONTRACT

PART 3 – SPECIAL CONDITIONS OF CONTRACT

PART 4 – SPECIFICATIONS

PART 5 – SCHEDULES

Attached to this quotation.

Dated this 21st day of August 2023

(Miss Carmen CHAN)

Government Representative

PART 6 - OFFER TO BE BOUND

1. Having read the Quotation Document, I/we, as a Bidder, agree to be bound by all terms and conditions as stipulated in the Quotation Document.
2. I/We do hereby agree to carry out any or all of the Services specified in the Schedule, during the Contract Period at the prices quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Quotation Document.
3. I/We, also certify that the particulars given by me/us below, are correct:-

- (a) Business Registration Certificate (No.)
which expires on
- (b) Employee's Compensation Insurance Policy (No.)
which expires on
Name of Insurance Company

4. I am/We are duly authorized to bind the Company hereafter mentioned by my/our signature(s).

----- or -----

I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein by my/our signatures.

5. The name of the company/firm is

6. The registered office of the Company is situated at

----- or -----

The names and residential addresses of the partners of the firm are as follows:

7. Name(s), post(s)/title(s) and address(es) of person(s) signing:

Authorised
Signature(s):

Dated this _____ day of _____ 2023

Note : (i) All the particulars required above must be provided.
(ii) Strike out clearly alternatives which are not applicable.

Quotation Reference: 04823-00434

Provision of Supporting Services to develop a Regional Reanalysis System for High Impact Weather Cases using Four-Dimensional Variational Data Assimilation Technique

Interpretation

1. In these Quotation Documents, the following words and expressions shall have the respective meanings ascribed to them unless the context otherwise requires -

“Bidder” means the firm or the organization referred to in the “Offer to be Bound” section [Part 6 of the Quotation Form (HKO231)];

“Contract” means the contract between HKO and the Contractor in relation to the provision of the Services comprising -

- (a) the Offer to be Bound [Part 6 of the Quotation Form (HKO231)] as signed and completed by the Contractor and forming part of this quotation;
- (b) this Interpretation;
- (c) Part 1 - the Terms of Quotation;
- (d) Part 2 - the General Conditions of Contract;
- (e) Part 3 - the Special Conditions of Contract;
- (f) Part 4 - the Specifications;
- (g) Part 5 - the Schedules A to D as submitted by the Contractor as part of its quotation for the Contract; and
- (h) the local service order or letter of acceptance issued by the HKO;

“Contract Period” means the period of the Contract as described in Clause 1 of Part 3 (Special Conditions of Contract) as the same may be extended or early terminated in accordance with the applicable provisions of the Contract;

“Contractor” means the Bidder whose quotation for the Contract has been accepted by the HKO;

“Date of Acceptance of Offer” means the date of letter of acceptance or local service order referred to Paragraph 11 of Part 1 (Terms of Quotation);

“Government” means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China;

“Government Representative” means the Director of Hong Kong Observatory or any public officer authorized to act on his behalf for the purposes of the Contract;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“HKO” means the Hong Kong Observatory;

“HKO231” means the Quotation Form;

“Inspecting Officer”	means the officer appointed by the HKO for the purpose of inspecting the Services;
“Invitation to Quotation”	means this invitation to quotation issued by the HKO inviting quotations for the Contract on the terms set out in the Quotation Documents;
“Quotation Closing Date”	means the latest date by which quotations must be lodged, which is specified in the Instructions on Lodging of Quotation;
“Quotation Document(s)”	means the documents as specified in <u>Clause 1 of Notes for Bidders</u> and any addendum issued by the HKO;
“Schedules”	means the schedules attached hereto;
“Services”	means the work to be carried out by the Contractor as specified in Part 4 (Specifications) and all other services and duties to be performed or fulfilled by the Contractor in accordance with the terms and conditions set out in the Contract; and
“Service Specifications”	means the specifications of service in Part 4 (Specifications).

Notes for Bidders

1. Quotation Documents

This Quotation Documents identified as **04823-00434** comprises the following documents:

- (a) the Interpretation (Pages 1 - 2);
- (b) the Notes for Bidders (Pages 3 - 4);
- (c) Part 1 – the Terms of Quotation (Pages 5 - 13);
- (d) Part 2 – the General Conditions of Contract (Pages 14 - 20);
- (e) Part 3 – the Special Conditions of Contract (Pages 21 - 23);
- (f) Part 4 – the Specifications (Pages 24 - 27);
- (g) Part 5 – the Schedules A to D (Pages 28 - 34); and
- (h) Part 6 of the Quotation Form (HKO231) - Offer to be Bound (collectively, the “Quotation Documents”).

2. Bidder’s Enquiries

- (i) Any enquiries from the Bidder concerning this Quotation Documents up to the date of lodging its quotation with the Government shall be in writing and shall be submitted to:

Director of the Hong Kong Observatory
Hong Kong Observatory
3/F., Centenary Building
134A Nathan Road
Tsim Sha Tsui
Kowloon, Hong Kong

Matters related to Service Specifications
Mr. H. F. LAW, Scientific Officer (F)131
Tel. No.: (852) 2926 8084
Email: hflaw @hko.gov.hk

OR

Matters related to Terms and Conditions
Miss Carmen CHAN, Assistant Supplies Officer
Tel. No.: (852) 2926 8022
Fax: (852) 2367 5501
Email: smchan@hko.gov.hk

- (ii) After lodging a quotation with the HKO, the Bidder shall not attempt to initiate any further contact, whether direct or indirect, with the HKO on its quotation or this Quotation Documents. The HKO shall have the sole right to initiate any such further contact and all such contacts and any replies of Bidder thereto shall be in writing or formally documented in writing.

3. Integrity and Corruption Prevention Guide

The Corruption Prevention Advisory Service of the Independent Commission Against Corruption (ICAC) has produced an “Integrity and Corruption Prevention Guide on Managing Relationship with Public Servants” for business operators and their employees who have business dealings with public servants. The electronic copies of the Guide and a Quick Starter Guide are available for access and download through the following links:

- (i) English Version:
http://www.icac.org.hk/filemanager/en/Content_216/ps.pdf
- (ii) Chinese Version:
http://www.icac.org.hk/filemanager/tc/Content_216/ps.pdf
- (iii) Quick Starter Guide:
http://www.icac.org.hk/filemanager/en/Content_216/quick-ps.pdf

PART 1 - Terms of Quotation

1. Invitation to Quotation

Quotations are invited for the execution of the whole (or any part) of the Services more particularly set out in the Service Specifications subject to and in accordance with these Terms of Quotation, the General Conditions of Contract and the Special Conditions of Contract set out in the Invitation to Quotation.

2. Quotation Submission

- (a) The quotation must be submitted in the manner stipulated in the "Lodging of Quotation" section in the front page of the Quotation Form (HKO231).
- (b) The quotation must be submitted having attached thereto all documents and information stipulated in Paragraph 2(c) of this Terms of Quotation.
- (c) A quotation to be submitted must comprise the following documents and information:
 - (i) Offer to be Bound [Part 6 of the Quotation Form (HKO231)];
 - (ii) Schedule A – Price Schedule/submit information of the Price Schedule to the e-Procurement System for electronic-based quotation; and
 - (iii) Schedule D – Qualifications and Experience.
- (d) Each of the documents specified in 2(c)(i) to (ii) above shall be duly completed and signed in ink or typescript. If a Bidder fails to submit any of the above documents/information **on or before the Quotation Closing Date and time**, its quotation will **NOT** be considered further.
- (e) The Quotation Documents issued with this Invitation to Quotation shall not be altered by the Bidder. Any alteration, counter-proposal or qualification or condition submitted will be ignored and will not be treated as part of the quotation unless otherwise acceptable to the HKO. Figures submitted by the Bidder in the Schedules should not be altered or erased; any correction should only be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialed by the Bidder in ink.
- (f) The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Invitation to Quotation and a Quotation submitted by a Bidder in response to this Invitation to Quotation.

3. Quotations to Remain Open

Quotations shall remain valid and open for acceptance on these terms for not less than ninety (90) days after the Quotation Closing Date (“Quotation Validity Period”).

4. Quotation Closing Date and Time

- (a) Quotation must be submitted by placing the quotation in the quotation box before the date and time as specified in the “Lodging of Quotation” section in the front page of HKO231. Late quotation will **not** be considered.
- (b) In case a tropical cyclone signal No. 8 or above is in force, or a black rainstorm warning signal or “extreme conditions after super typhoons” announced by the Government being in force, or any possible scenarios of blockage of public access to the quotation box for any duration between 7:00 a.m. (Hong Kong time) and 9:30 a.m. (Hong Kong time) on the Quotation Closing Date, the quotation closing time will be extended to 9:30 a.m. (Hong Kong time) on the next working day.

5. Quotation Prices

- (a) Quotations should be submitted in Hong Kong dollars. Quotations quoted in US dollars or in the currency of the place where the Services provided by personnel based outside Hong Kong may also be considered. Such prices shall be inclusive all of charges payable by HKO for the Services.
- (b) Bidders should make certain the prices quoted are accurate before submitting their quotations. The HKO will not be obliged to accept any request for price adjustment. If the HKO rejects any such request, the Bidder shall be bound by its original price submission. Nothing herein shall prejudice the HKO’s right to seek clarification or to negotiate with any Bidder.
- (c) Without prejudice to the generality of the Conditions of Contract, the HKO may require a Bidder who in the opinion of the HKO, has submitted unreasonably low price, to justify and demonstrate to the reasonable satisfaction of the HKO that the Bidder is capable of carrying out and completing the Contract. Failing to justify and demonstrate to the HKO’s satisfaction shall entitle the HKO to reject the quotation on ground that it is not satisfied that the Bidder is capable of fulfilling the Services based on the price submitted.

6. Request for Information

- (a) In the event that the HKO determines that:
- (i) clarification in relation to any part of the quotation is necessary; or
 - (ii) certain document or information is missing in the quotation (other than the price information required in Price Schedule (Schedule A), or the signed Offer to be Bound or other items in respect of which it is expressly specified that failure to provide such information at the time of quotation submission will result in the quotation not being considered further),

it may, but is not obliged to, request the Bidder concerned to make the necessary clarification, or submit the document or information. The Bidder shall thereafter within five (5) working days or such other period as specified in the request submit such clarification, information or documentation. **The Bidder's quotation will not be considered further if complete clarification, information or documentation is not provided by the deadline specified in the request, or in the case of clarification, such clarification is not acceptable to the HKO.** As an alternative to seeking clarification or submission, the HKO may not consider the quotation further or may proceed to evaluate the quotation on an "as is" basis.

- (b) A Bidder should note that the HKO **will not consider** any clarification or information submitted by a Bidder after the Quotation Closing Date and time irrespective of whether or not the clarification or information is submitted at the invitation of the HKO if such clarification or information would alter the quotation in substance or give the Bidder an advantage over other Bidders.

7. Statement of Compliance

Bidders shall complete the Schedule B (Statement of Compliance) that offers submitted comply with the required conditions and specifications. If an offer does not conform to the quotation specifications, the Bidders should provide full details of its alternative offer, but the HKO reserves the right to accept or reject any such offer.

8. Quotation Evaluation

Without prejudice to other rights and powers of the HKO not to consider a Quotation under other applicable provisions in the Quotation Documents, the evaluation of quotations will be conducted as follows:

(a) **Completeness Check**

A completeness check will be conducted by assessing whether the quotation has been submitted in accordance with the procedural requirements stipulated in the Quotation Documents. **If a Bidder fails to submit any of the documents/information stipulated below on or before the Quotation Closing Date and time, its Quotation will not be considered further.**

- (i) **Duly signed Offer to be Bound in Part 6 of HKO231;**
- (ii) **Schedule A – Price Schedule/submit information of the Price Schedule to e-Procurement System for electronic-based quotation; and**
- (iii) **Schedule D – Qualifications and Experience.**

(b) **Assessment of Compliance with Essential Requirements**

A quotation will be checked for its compliance with the essential requirements as set out in the Quotation Documents. **Any quotation which fails to meet any of the essential requirements will not be considered further.**

(c) **Price Assessment**

- (i) The assessment of quotation price will be based on the **“Total Amount” in Schedule A (Price Schedule)/information of the Price Schedule in the e-Procurement System.**
- (ii) For quotation price comparison purposes,
 - (1) any prompt payment discount offered by the Bidder in Schedule A will not be taken into consideration in the quotation price assessment; and
 - (2) quotation price quoted in a currency other than Hong Kong dollars will be converted to Hong Kong dollars based on the official opening selling rate of the relevant currency quoted by the Hong Kong Association of Banks on the Quotation Closing Date.

9. Basis of Acceptance

- (a) Bidders should note that its quotation will be considered on an **“itemised”** basis. Incomplete/Partial offer **will not be considered** for acceptance.
- (b) The HKO is not bound to accept the lowest offer or any quotation. The HKO reserves the right to accept all or any part of any quotation at any time within the Quotation Validity Period as specified in Paragraph 3 of this Terms of Quotation.

- (c) Notwithstanding anything herein to the contrary, the HKO will award the Contract to the Bidder who meets the following criteria:
 - (i) The HKO is of the opinion that the Bidder is fully capable of undertaking the Contract; and
 - (ii) The HKO considers that the offer is or appears to be the most advantageous one to the HKO.

10. Negotiation

The Government reserves the right to negotiate with any Bidder about the terms of its offer, and the terms and conditions of the Contract.

11. Award of Contract

The successful Bidder will receive a local service order (G.F.220 - Departmental Order for Provision of Services) or a letter of acceptance as an official notification of acceptance. This service order or letter of acceptance shall constitute a binding Contract. Bidders who do not receive any notification within the Quotation Validity Period shall assume that their quotations have **not** been accepted.

12. Environment Friendly Measures

The following environment friendly measures are recommended in the preparation of the quotation:

- (a) All documents should preferably be printed on both sides and on recycled papers. Papers exceeding 80gsm are not recommended as a general rule.
- (b) Excessive use of plastic laminates, glossy covers or doubled covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
- (c) Single line spacing should be used and excessive white space around the borders and in between the Paragraphs should be avoided.

13. Documents of Unsuccessful Bidders

Documents submitted by the unsuccessful Bidders will be retained for a period of three (3) months after the Contract has been awarded.

14. New Information Relevant to Qualified Status

Bidders should inform the HKO in writing immediately of any factor, which might affect their qualified status as a supplier with the HKO, or as a qualified supplier for a particular service. The HKO reserves the right to review their qualified status in the light of any new information relevant to their qualification.

15. Contractors' Performance Monitoring

Bidders are advised that if the Contract is awarded to it, its subsequent performance will be monitored and may be taken into account when its future quotations are evaluated. The Contractor found to be in breach of their statutory or contractual obligations may be disqualified from participation in future quotations, depending upon the seriousness and/or number of breaches.

16. Warranty Against Collusion

- (a) The Bidder must ensure that the quotation 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 Quotation Certificate referred to in Paragraph 16(b) below), regarding, amongst other things, price, quotation submission procedure or any terms of the Quotation. 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). Bidders who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The Bidder shall complete and submit to the Government a Non-collusive Quotation Certificate (in the form set out in one of the Schedules titled as such) as part of its quotation.
- (c) In the event that a Bidder is in breach of any of the representations, warranties and/or undertakings in Paragraph 16(a) above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 16(b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
 - (i) reject the Bidder's quotation;
 - (ii) if the HKO has accepted the Quotation, withdraw its acceptance of the quotation; and
 - (iii) if the HKO has entered into the contract with the Bidder, terminate the Contract.

- (d) By submitting a quotation, a Bidder 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 Paragraph 16(a) above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 16(b) above.
- (e) A breach by a Bidder of any of the representations, warranties and/or undertakings in Paragraph 16(a) above or in the Non-collusive Quotation Certificate submitted by it under Paragraph 16(b) above may prejudice its future standing as a Government contractor or Contractor.
- (f) The rights of the Government under Paragraphs 16(c) to 16(e) above are in addition to and without prejudice to any other rights or remedies available to it against the Bidder.

17. Consent to Disclosure

- (a) The HKO shall have the right to disclose to the public whenever it considers appropriate or upon request by any member of the public (who may have been a Bidder), without any further reference to the successful Bidder or any other Bidder, the Quotation Documents, the Quotation Closing Date, particulars of the Contract, the date of award, the name and address of the successful Bidder, description of Services and the contract amount.
- (b) Nothing in sub-paragraph (a) above shall prejudice the HKO's power to disclose any information of whatsoever nature whether or not specified in sub-paragraph (a) above if the disclosure is under any one of the following circumstances:
 - (i) the disclosure of any information to any public officer or public body or any other person employed, used or engaged by the HKO (including advisers, consultants and contractors);
 - (ii) the disclosure of any information already known to the recipient;
 - (iii) the disclosure of any information which is public knowledge;
 - (iv) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong or an order of a court of Hong Kong or a tribunal with competent jurisdiction; or
 - (v) without prejudice to the power of the HKO under sub-paragraph (a) of this Paragraph, to the extent the information relates to a Bidder, with the prior written consent of that Bidder.

18. Quotation Addenda

Should the Government require any amendments, clarifications or adjustments to be made to the Quotation Documents before the Quotation Closing Date, the Government may do so by issuing numbered addenda giving full details of such amendment, clarification or adjustment.

19. Cost of Preparing Quotation

All quotations are submitted on the understanding that HKO will not in any event be liable to pay any costs arising out of their preparation and submission or in explaining or clarifying any quotation.

20. Personal Data Provided

- (a) The personal data of any individual contained in the quotation submitted by that Bidder (collectively, “personal data”) will be used for the purposes of this Invitation to Quotation, and all other purposes arising from or incidental to this Invitation to Quotation including without limitation for the purposes of quotations evaluation, contract award, and resolution of any dispute arising from this Invitation to Quotation. If insufficient and inaccurate information is provided, the quotation may not be considered.
- (b) A Bidder acknowledges and consents and has ensured that the relevant individual to whom the personal data has acknowledged and consented that the personal data provided in the quotation may be disclosed to other government departments or public bodies or such other person as the HKO considers appropriate having due regard of the purposes mentioned in Paragraph 20(a) above.
- (c) The individual to whom the personal data belongs has the right of access and correction with respect to personal data as provided for in sections 18 and 22, and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). The right of access includes the right to obtain a copy of the personal data provided in the quotation.
- (d) Enquiries concerning the personal data collected by means of this quotation, including the making of access and correction, should be addressed to Personal Data Privacy Officer of the HKO.

21. Cancellation of Quotation

Without prejudice to the HKO’s right to cancel the quotation, where there are changes of requirement after Quotation Closing Date for operational or whatever reasons, the HKO is not bound to accept a conforming quotation and reserves the right to cancel the quotation.

22. Government Discretion

Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Supplier on the grounds that the Supplier has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

PART 2 - General Conditions of Contract

1. Total Services and Variation

- (a) The Services to be performed under the Contract shall be as laid down in the Service Specifications, Schedule(s) and Special Conditions of Contract and shall be carried out, as and when required, to the satisfaction of the Inspecting Officer. All orders placed under the Contract shall be issued in writing and HKO will not be responsible for Services performed on oral instructions issued by any person whomsoever.
- (b) The Contractor shall not extend the Services beyond the requirements specified in the Service Specifications, Schedule(s) and Special Conditions of Contract except as directed in writing by the HKO Representatives; but the HKO Representatives may, subject to the proviso hereinafter contained, at any time during the Contract Period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Services and/or the Contract Period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Service Specifications, Schedule(s) and Special Conditions of Contract.
- (c) Where a variation has been made to the Contract, the amount to be added to or deducted from the contract price in accordance with that variation shall be determined in accordance with the rates specified in the Service Specifications, Schedule(s) and Special Conditions of Contract so far as the same may be applicable and where rates are not contained in the Service Specifications, Schedule(s) and Special Conditions of Contract, or are not applicable, such amount shall be such sum as is reasonable in the circumstances.

Due account shall be taken of any partial execution of the Services which are rendered useless by any such variation.

2. Assignment

The Contractor shall not, without the written consent of the HKO Representatives, assign or otherwise transfer the Contract, or any part share or interest therein, and the performance of the Contract by the Contractor shall be deemed to be personal to him.

3. Quality of Services

- (a) The Services shall be as specified in the Schedule and shall fulfil all the conditions and terms of any Service Specifications and drawings (if any) supplied to the Contractor.

- (b) Any Service Specifications and drawings (if any) and reasonably required for the Contractor's guidance in the execution of the Contract shall be provided by HKO free of charge but shall be returned on completion of the Contract.

4. Inspection and Acceptance

All Services performed in pursuance of the Contract shall be subject to inspection and shall not be deemed to have been accepted unless either:

- (a) The HKO Representatives shall so certify; or
- (b) The Services are not rejected as being unsatisfactory within 30 days of the date upon which they were executed.

5. Rejections

- (a) Without prejudice to any statutory rights, the Inspecting Officer or the HKO Representatives may reject any Services (or part thereof) which do not strictly conform to the conditions of sub-clause (a) of Clause 3 hereof.
- (b) Within 24 hours or such other period as specified in HKO's request of being notified in writing of the rejection of any Services the Contractor shall be required to take the necessary action to rectify such rejected Services.

6. Government Property

When Government property is issued to the Contractor under the Contract, the Contractor shall be responsible for the due return of all such property. Should any such property be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or his servants, workmen or agents, the Contractor shall pay for the same at total original cost plus 20%. A count of the articles or material in the possession of the Contractor may be made at any time by the Government Representatives and the Contractor shall render such assistance as is necessary for this purpose.

7. Government Premises/Contractor's Premises

- (a) The Contractor, shall ensure that all persons engaged by him in carrying out the Contract keep to such parts of Government premises as are necessary for the due discharge of the Contractor's obligations under the Contract.
- (b) Where the Services are carried out on the Contractor's premises such premises shall be open to inspection by the Government Representatives or Inspecting Officer at all reasonable times.

- (c) The safety of any craft, vessel and vehicle used by the Contractor and brought alongside or onto Government premises, piers or wharves, as the case may be, shall be the responsibility of the Contractor, who shall indemnify the Government in respect of any loss or damage to such Government premises, piers or wharves.

8. Illegal Workers

- (a) The Contractor undertakes not to employ illegal workers in the execution of any Government contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representatives may, on behalf of the Government, by notice in writing, terminate the Contract and the Contractor is not entitled to claim any compensation.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract.

9. Default

If the Contractor shall fail to carry out all or any of the Services provided for in the Contract within the Contract Period or such extended period as may be agreed in accordance with Clause 1 of Part 3 (Special Conditions of Contract), the Government may at its absolute discretion terminate the whole or any part of the Contract by notice in writing to the Contractor, but without prejudice to any claims by the Government for breach of Contract including but not limited to its right of Government to assign the balance of the uncompleted Services to another contractor or contractors whereupon the Contractor shall be liable for any sums so incurred in excess (hereinafter called 'any excess') of the contract price.

10. Recovery of Sums Due

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other Government contracts.

11. Liability for Damages or Compensation

- (a) The Government and its employees or agents shall not be under any liability whatsoever for or in respect of:
 - (i) any loss of or damage to any of the Contractor's property or that of its employees or agents however caused (whether by any Negligence of the Government or any of its employees or agents or otherwise); or

- (ii) any injury to or death of any of the Contractor's employees or agents save and except any such injury or death caused by the Negligence of the Government or any of its employees or agents.
- (b) The Contractor shall indemnify the Government and its employees or agents against any claim or demand made against or liability incurred (including all costs, charges or expenses whatsoever) by the Government or any of its employees or agents in respect of:
 - (i) any loss, damage, injury or death referred to in sub-clause(a) of this Clause (save and except injury or death caused by the Negligence of Government or any of its employees or agents); or
 - (ii) any loss or damage sustained by or any injury to or death of any third party in consequence of any Negligence of the Contractor or any of its employees or agents.
- (c) The Contractor shall indemnify the Government against any loss of or damage to any property of the Government or of any of its employees or agents or any injury to any employee or agent of the Government arising out of the Negligence of the Contractor or any of its employees, sub-contractors or agents.
- (d) For the purposes of this Clause 'Negligence' shall have the same meaning as that assigned to it in Section 2(1) of the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).

12. Policy of Insurance and Compensation

- (a) The Contractor shall effect a policy of insurance against all claims, demands or liability under the Contract with an insurance company approved by Government (which approval shall not be unreasonably withheld) and shall continue such insurance during the continuance of the Contract and shall when required, deposit with the Government Representatives for safe keeping during the Contract period such policy of insurance together with the receipt of payment of the current premium.
- (b) If the Contractor shall fail to effect and keep in force the insurance referred to or any other insurance which he may be required to effect under the terms of the Contract then and in any such cases Government may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by Government as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

- (c) In the event of any of the Contractor's employees or agents suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within 7 clear working days give notice in writing of such injury or death to the Government Representatives.

13. Bankruptcy

The Government Representatives may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation in any of the following events:

- (a) if the Contractor shall at any time be adjudged bankrupt, or shall have a receiving order or orders for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance (Chapter 6 of the Laws of Hong Kong) for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- (b) if the Contractor, being a company shall pass a resolution or the court shall make an order for the liquidation of its assets, or a receiver or manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Government.

14. Corrupt Gifts

- (a) If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any subsidiary legislation made thereunder or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representatives may, on behalf of the Government, summarily terminate the Contract, without entitling the Contractor to any compensation therefor.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the Government as the result of the termination of the Contract.

15. Publicity

- (a) The Contractor shall not, without the prior written consent of the Government, publish or use any advertising or other publicity materials relating to the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.
- (b) Subject to Clause 15(a) above, the Contractor shall submit to the Government Representatives for approval all the proposed advertising or other publicity materials relating to the Contract, the Services or other products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or language used from which a connection with the Government can reasonably be inferred or implied.
- (c) The Government shall have the absolute discretion to request the Contractor to remove any advertisement or publicity materials relating to the Contract wherein the Government is mentioned or language used from which a connection with the Government can reasonably be inferred or implied and the Contractor shall comply with such request.
- (d) The provisions of this Clause shall survive the expiry, completion or termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry, completion or termination (as the case may be).

16. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Contract.

17. Contracts (Rights of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

18. Admission of Contractor Personnel to Government Premises

- (a) Upon request from time to time by the Government, the Contractor shall provide to the Government a list of the names, posts, staff identity card numbers, addresses and telephone numbers of all Contractor's employees, agents, sub-contractors and those employees and agents of the aforementioned

sub-contractors (collectively “Relevant Personnel”) who may at any time require admission on behalf of the Contractor to any premises occupied by the Government for the purposes of the Contract if so required by the Government Representative, and in that event such list shall specify the capacities in which those persons are employed by or connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.

- (b) The Contractor shall ensure that while any of the Relevant Personnel is on the Government’s premises they will conform to the Government’s normal codes of staff and security practice.
- (c) The Government Representative reserves the right to refuse to admit to the Government premises any person, whose admission would be, in the reasonable opinion of the Government Representative, undesirable.
- (d) In the event that the Contractor fails to comply with this Clause 18 and it is determined that such failure is prejudicial to the interests of the Government, the Government Representative may thereupon terminate the Contract forthwith pursuant to Clause 3 of the Special Conditions of Contract.

19. United Nations Convention on Contracts for the International Sale of Goods not applicable

The Parties hereby agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

20. Order of Precedence

In the event that there is any conflict, contradiction or ambiguity between any documents which form part of the Contract, the following order of precedence shall be applied in order to resolve any such conflict, contradiction or ambiguity:

- (a) Special Conditions of Contract;
- (b) Specifications;
- (c) General Conditions of Contract;
- (d) Schedules; and
- (e) any other materials which were submitted by the Contractor as part of its quotation and attached to the Contract.

PART 3 - Special Conditions of Contract

1. Contract Period

Subject to any provisions for earlier termination or extension of this Contract, this Contract shall be effective for a period of **18 months** starting from the Date of Acceptance of Offer.

2. Payment

- (a) In consideration of and subject to the provision by the Contractor of the Services strictly in accordance with the terms and conditions of the Contract to the satisfaction of the HKO and subject always to any set-off, deductions or withholding, the HKO shall,
- (i) upon the satisfactory completion and acceptance of the services according to **Stage 1** of the Clause 2.2 of the Specifications as certified by the HKO representatives, pay the Contractor for **30% of the Total Amount**;
 - (ii) upon the satisfactory completion and acceptance of the services according to **Stage 2** of Clause 2.2 of the Specifications as certified by the HKO representatives, pay the Contractor for **30% of the Total Amount**.
 - (iii) upon the satisfactory completion and acceptance of the services according to **Stage 3** of Clause 2.2 of the Specifications and the **deliverables** of Clause 5.1 of the Specifications as certified by the HKO representatives, pay the Contractor for **40% of the Total Amount**.
- (b) Payment for charges under Clause 2(a) above is subject to any payment discount or deductions provided for in the Contract.
- (c) Payment will be made to the Contractor by cheque to the Contractor as stated in Schedule A (Price Schedule) through the Treasury of the Government. The Contractor may indicate an alternative method in such Schedule if the above payment method is not applicable. All additional costs and charges incurred from the use of such alternative method of payment as approved by the HKO Representatives shall be borne solely by the Contractor.
- (d) The 7 or 14 clear working days' period for prompt payment discount referred to in Schedule A (Price Schedule) shall be calculated from (excluding Saturday, Sunday or Public Holiday) the date of receipt of original invoice or the date of acceptance of relevant part of the Services under sub-clause (a) above by the HKO Representatives, whichever is the later.

- (e) Notwithstanding anything herein to the contrary, payment of the Services under sub-clause (a) above shall be made within one month after the receipt of invoice or upon the charges becoming due under sub-clause (a) above, whichever is later.
- (f) If the Contractor is located outside Hong Kong, payment to it will be made by telegraphic transfer to the Contractor's bank account as specified in Schedule A (Price Schedule). All charges imposed by banks outside Hong Kong shall be borne by the Contractor. In addition, any charges imposed by banks for carrying out any special request(s) by the Contractor shall be borne by the Contractor, or the Contractor shall reimburse the HKO for the same if the Government has settled such charges with the bank.
- (g) This Contract is arranged on behalf of HKO and payment shall be arranged by the Director of the Hong Kong Observatory. Unless the HKO Representatives otherwise notifies in writing, all invoices and correspondence concerning payment shall be addressed to the Director of the Hong Kong Observatory at the address specified below. The HKO Representatives shall not be liable for any delay in payment if invoices and correspondence are not so addressed.

The Director of the Hong Kong Observatory,
134A Nathan Road,
Tsim Sha Tsui,
Kowloon,
Hong Kong
[Attn: SSO(F)13]
- (h) If the prices are quoted in a currency other than Hong Kong dollars, unless otherwise specified by the Contractor and agreed by the HKO, payment to the Contractor will be made in Hong Kong dollars and the conversion rate of the currency to Hong Kong dollars shall be based on the official opening selling rate quoted by The Hongkong and Shanghai Banking Corporation Limited ruling on the date of payment by the Government.
- (i) Without prejudice to any rights or remedies the HKO may have, the HKO shall be entitled to offset or deduct from the charges under Clause (a) above any monies which the Contractor may owe to the Government and claim for any outstanding balance from the Contractor.

3. Termination

- (a) The Government shall be entitled to terminate this Contract forthwith by notice in writing to the Contractor if the Contractor shall commit any serious or persistent breach of any of its obligations under this Contract which is not capable of being remedied or, in the case of a remediable breach, fail to remedy such breach within 14 days (or such longer period as the Government may decide and notify the Contractor in writing) of receipt of written notice so

to do (such notice to contain a warning of the Government's intention to terminate if the breach is not remedied).

- (b) The Government may immediately terminate the Contract upon the occurrence of any of the following events:
 - (i) the Contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (ii) the continued engagement of the Contractor or the continued performance of the Contract is contrary to the interest of national security; or
 - (iii) the Government reasonably believes that any of the events mentioned above is about to occur.
- (c) Notwithstanding anything herein to the contrary, the Government may at any time and from time to time during the duration of the Contract, at its discretion and without cause, suspend or terminate the Contract or any part thereof by giving the Contractor one month's written notice of such suspension or termination.
- (d) Where the termination is under Clause 3(c) above, the Contract in relation to the Services shall be of no force and effect and no contract price shall be payable by the Government in relation to any uncompleted part of the Contractor's obligations strictly on and subject to the terms and conditions of the Contract.

4. Contractor's Performance

The Contractor should note that its performance in this Contract will be monitored and may be taken into account when its future quotations are evaluated.

PART 4 - Specifications

Note: All requirements in the Specifications are essential requirements. A Bidder's offer that fails to comply with any of the essential requirements will **not** be considered further.

1. Background

- 1.1 Accurate weather reanalysis data are critically useful for scientific studies to understand high-impact weather. The existing reanalysis data has a coarse resolution of about 30 km, not capable of resolving small-scale intricate weather features over the complex Greater Bay Area (GBA).
- 1.2 The Hong Kong Observatory (HKO) plans to develop a Regional Re-analysis ("RRA") System based on the sophisticated four dimensional variational data assimilation ("4D-Var") technique to reconstruct the accurate regional weather condition over GBA at 1-2 km resolution for historical high impact weather cases. The high-resolution GBA-RRA datasets produced will be useful for enhancing HKO's weather forecast and warning services for high impact weather.
- 1.3 Necessary hardware will be acquired by HKO to set up an experimental reanalysis system. With the hardware provided by HKO, by using the European Centre for Medium-Range Weather Forecasts (ECMWF) Reanalysis 5th Generation (ERA5) dataset as the initial input, as well as historical weather information available, the Contractor shall develop a 4D-Var data assimilation system tailored for GBA.
- 1.4 Bidders are invited to propose a solution and the related service to set up the experimental reanalysis system for high impact weather cases for HKO. Detailed specifications of the Service are described in Clause 3 below and all requirements are essential.

2. Implementation Schedule

- 2.1 The Contractor shall provide the following Services for the System for a period of **18 months** starting from the Date of Acceptance of Offer given in Clause 1 of the Special Conditions of Contract.

2.2 The Contractor shall deliver the services according the following implementation plan:

Stage	Progress	Time frame
1	Kick-off meeting	Within 2 weeks of the Date of Acceptance of Offer
	Provision of a list of high impact weather cases between 2010 and 2022 for testing of the experimental reanalysis system	Within 4 weeks of the Date of Acceptance of Offer
	Complete development of observational data pre-processing sub-system	Within 6 months of the Date of Acceptance of Offer
	Complete development of reanalysis data visualization sub-system	
	Complete development of GIS platform publication module	
2	Complete development of verification module	Within 9 months of the Date of Acceptance of Offer
	System configuration and optimization for 4D-VAR	
	Implementation and testing of regional reanalysis system	Within 12 months of the Date of Acceptance of Offer
	Generate of reanalysis data for the selected high impact weather cases for validation and tuning	
3	Validation and verification of reanalysis data, tuning of regional reanalysis system	Within 18 months of the Date of Acceptance of Offer
	Provision of configurable parameters for identification of optimal settings in the reanalysis system	
	Automatic validation process to measure the accuracy of the reanalysis data	

3. Details of Services

- 3.1 The Contractor shall identify and provide a list of high impact weather cases happened between 2010 and 2022 in the vicinity of GBA. The list of cases shall be provided within 4 weeks of the Date of Acceptance of Offer and or an earlier date agreed between the Government and the successful Bidder.
- 3.2 The Contractor shall develop and configure the experimental reanalysis system for high impact weather cases in the GBA using the hardware and software provided by HKO under the guidance of HKO personnel.
- 3.3 The Contractor shall develop the experimental reanalysis system based on 4D-Var data assimilation technique and tailored for GBA. Initial inputs shall include the ECMWF ERA5 dataset, and other historical observation data, radar data, satellite data, etc., provided by HKO.

- 3.4 The Contractor shall develop the experimental reanalysis system which shall include, at least, the following sub-systems and modules:
- (a) Observational data pre-processing sub-system;
 - (b) Reanalysis data visualization sub-system;
 - (c) GIS platform publication module; and
 - (d) Verification module.
- 3.5 With the HKO hardware in place, the Contractor shall help implement, configure, test and optimise the experimental reanalysis system for 4D-Var.
- 3.6 The Contractor shall generate reanalysis data for a subset of high impact weather cases mentioned in Clause 3.1 above for validation and tuning of the experimental reanalysis system.
- 3.7 Upon completion of the validation and tuning of the experimental reanalysis system, the Contractor shall use the experimental reanalysis system to generate the reanalysis data fields of all selected high impact weather cases mentioned Clause 3.1 above.
- 3.8 The Contractor shall provide all configurable parameters for identification of optimal settings in the reanalysis system after validation and tuning.
- 3.9 The Contractor shall develop software to automatically validate and verify the reanalysis data to measure the accuracy of the data.

4. Details of Personnel Provided

- 4.1 The Contractor shall assign a personnel who possessed the following qualifications with supporting document.
- (a) The personnel providing the service shall have the necessary knowledge and at least 3-year experience in running and setting up numerical weather prediction (NWP) models, including Weather Research & Forecasting Model (WRF) immediately preceding the Quotation Closing Date.
 - (b) The personnel providing the service shall have the necessary knowledge and at least 3-year experience in processing large weather datasets, including radar and satellite data, and on data assimilation for NWP immediately preceding the Quotation Closing Date.
 - (c) The personnel providing the service shall have the necessary knowledge and at least 1-year experience in using WRF Data Assimilation (WRFDA) system immediately preceding the Quotation Closing Date.

- (d) The personnel providing the service shall have the necessary knowledge and at least 1-year experience in using the ERA5 dataset by ECMWF immediately preceding the Quotation Closing Date.
- 4.2 The Bidder shall provide **supporting document(s), such as technical papers published in refereed journals, and/or certificates** of the proposed personnel including details of all relevant qualification and experience in **Schedule D**. If a Bidder fails to submit any of the above documents/information within the time which may subsequently be stipulated in the Government's written request at the Government's discretion, its quotation will **NOT** be considered further.
- 4.3 Assessment will be based on the aggregate number of years of experience in the said aspects preceding the Quotation Closing Date. The aggregate years of experience will be counted in calendar days. For the purpose of quotation evaluation, "an aggregate of three (3) years' experience" is equivalent to have accumulated one thousand and ninety-five (1095) days (i.e. 365 days x 3) of experience under a single contract or different contracts.
- 4.4 A personnel's experience under different contracts will not be double-counted for overlapping periods. If a Bidder has performed the said aspects under more than one (1) contract for the same period of time, **ONLY** the period of service under **ONE (1)** contract will be counted.
- 4.5 In the event of resignation of any such personnel, a competent replacement shall be provided promptly. In case of above replacement, prior approval from the Hong Kong Observatory must be sought.

5. Deliverables

- 5.1 The deliverables by the Contractor shall include but not limited to the following:
- (a) the software developed for the experimental reanalysis system, including but not limited to, the computer codes, configurable parameters for identification of optimal settings in the regional reanalysis system;
 - (b) all documentations in electronic means, including user manuals in English, computer codes, etc., for the sub-systems and modules mentioned in Clause 3.9 above;
 - (c) all reanalysis datasets for selected historical high impact cases.

PART 5 - Schedules
Schedule A - Price Schedule

(A) Schedule of Rate

Item	Description	Quantity	Total Amount (HK\$)
1	Service to Support the Development of a Regional Reanalysis System for High Impact Weather Cases Using Four-Dimensional Variational Data Assimilation Technique	1 Job	

Notes:

1. *The acceptance of offer will be made on an itemised basis. Incomplete/Partial offer will not be considered for acceptance.*
2. *The quoted price shall include all the related charges. No request for additional charge will be entertained after award of Contract to the successful Bidder.*
3. *The Total Amount in Schedule A – Price Schedule will be used for Price Assessment.*
4. *Please specify the currency, if currency other than Hong Kong dollars.*

Name of Bidder: _____ Company Chop: _____

Authorised Signatory: _____
 (Name, Title and Signature)

Telephone Number: _____ Fax Number: _____ Date: _____

Email Address: _____

(B) Prompt Payment Discount

[Please refer to Clause 2(d) of Part 3 (Special Conditions of Contract)]

The Contractor agrees to grant the following discounts on any amount payable under the Contract if payment is made within:

- (i) 7 clear working days from date of receipt of invoice or from date of acceptance of services, whichever is the later: _____% discount; and
- (ii) 14 clear working days from date of receipt of invoice or from date of acceptance of services, whichever is the later: _____% discount.

N.B. Please insert the word 'NIL' in the spaces provided above if a Bidder does not offer any payment discount. Payment discounts offered by a Bidder will not be taken into consideration in the quotation price assessment.

Name of Bidder: _____ Company Chop: _____

Authorised Signatory: _____
(Name, Title and Signature)

Telephone Number: _____ Fax Number: _____ Date: _____

Email Address: _____

(C) Payment Method

[Please refer to Clause 2(c) of Part 3 (Special Conditions of Contract).]

Bidders are requested to indicate the preferred method of payment by checking the box and filling in the necessary information:

Payment by cheque (for local supplier)/bank draft (for overseas supplier)
[please provide payee's details]

(a) The cheque/bank draft shall be made payable to -

(b) The cheque/bank draft shall be sent to the address as follows -

Payment via autopay (for local supplier)/telegraphic transfer (for overseas supplier) *[please provide bank account details]*

(a) Name of bank -

(b) Address -

(c) Name of bank account -

(d) Bank account number -

(e) Sorting code/Swift code -

Name of Bidder: _____ Company Chop: _____

Authorised Signatory: _____
(Name, Title and Signature)

Telephone Number: _____ Fax Number: _____ Date: _____

Email Address: _____

Schedule B - Statement of Compliance

(A) Essential Requirements, Terms and Conditions

[Please refer to Paragraph 7 of Part 1 (Terms of Quotation)]

A Bidder shall provide below the statement of compliance pursuant to Paragraph 7 – Statement of Compliance of Terms of Quotation.

I/We confirm that the Services offered **do** comply with the essential requirements, Terms and Conditions in the Quotation Documents **04823-00434**.

I/We confirm that the Services offered **do not** comply with the essential requirements, Terms and Conditions in the Quotation Documents **04823-00434**. Full details of alternative offer/deviation of my/our offers are as follows:

Clauses

Details

- Note:**
- (i) Any offer that fails to comply with any of the requirements and terms and conditions in the Quotation Documents **04823-00434** will not be considered further.
 - (ii) Please put a tick (✓) in the appropriate box above.
 - (iii) Please state clause-by-clause if there is any non-compliance with the Specifications.
 - (iv) Please use separate sheet(s) if the space provided is insufficient.

Name of Bidder: _____ Company Chop: _____

Authorised Signatory: _____
(Name, Title and Signature)

Telephone Number: _____ Fax Number: _____ Date: _____

Email Address: _____

Schedule C - Non-Collusive Quotation Certificate

[Please refer to Paragraph 16 of Part 1 (Terms of Quotation)]

To: the Government

Dear Sir/ Madam,

Non-collusive Quotation Certificate

1. I/We, (name of the Bidder) _____ of
(address(es) of the Bidder(s)) _____

refer to the Government's invitation to quotation for the Contract ("Invitation to Quotation") and my/our quotation in response to the Invitation to Quotation.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Quotation:
- (a) My/Our Quotation was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
 - (b) My/Our Quotation was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Bidder 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 Quotation;
 - iv) an intention or decision to withdraw any Quotation;
 - v) the submission of any Quotation that does not conform with the requirements of the Invitation to Quotation;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Quotation relates; and
 - vii) the terms of my/our Quotation,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 Quotation, and such joint venture arrangement has already been notified to the Government in my/our Quotation;
 - (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 Quotation;
- (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 Quotation Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Quotation, 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 Paragraph 16(a) of the Terms of Quotation, the Government may exercise any of the rights under Paragraphs 16(c) to 16(e) of the Terms of Quotation 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 Quotation and my/our personal information.

Signed by the Bidder/Signed by an authorised signatory for and on behalf of the Bidder

: _____

Name of the authorised signatory (where applicable)

: _____

Title of the authorised signatory (where applicable)

: _____

Date

: _____

Schedule D – Qualifications and Experience
[Please refer to Clause 4 of Part 4 - Specifications]

The Bidder shall provide supporting document(s), such as technical papers published in refereed journals, and/or certificates of the proposed personnel including details of all relevant qualification and experiences below **along with their documentary proof**.

A. Proposed personnel

Name of proposed personnel: _____

I/We confirm that the proposed personnel **do** comply with the essential requirements of Clauses 4.1(a) to 4.1(d) in the Specifications.

I/We confirm that the proposed personnel **do not** comply with the essential requirements of Clause 4.1(a) to 4.1(d) in the Specifications. Full details of alternative offer/deviation of my/our offers are as follows:

Clauses

Details

Technical papers published in refereed journals, and/or certificates of the proposed personnel is provided.

Notes:

- 1. Assessment will be based on the aggregate number of years of experience in the said aspects preceding the Quotation Closing Date. The aggregate years of experience will be counted in calendar days. For the purpose of quotation evaluation, “an aggregate of three (3) years’ experience” is equivalent to have accumulated one thousand and ninety-five (1095) days (i.e. 365 days x 3) of experience under a single contract or different contracts.*
- 2. A personnel’s experience under different contracts will not be double-counted for overlapping periods. If a Bidder has performed the said aspects under more than one (1) contract for the same period of time, ONLY the period of service under ONE (1) contract will be counted.*

Name of Bidder: _____ Company Chop: _____

Authorised Signatory: _____
(Name, Title and Signature)

Telephone Number: _____ Fax Number: _____ Date : _____

Email Address: _____

Quotation Label

[Please refer to the "Lodging of Quotation" section in the front page of the Quotation Form (HKO231).]

✂-----✂-----✂-----✂-----

To: THE CHAIRMAN, QUOTATION OPENING COMMITTEE, THE HONG KONG OBSERVATORY	
HKO QUOTATION BOX, GENERAL REGISTRY, G/F., 1883 BUILDING, 134A NATHAN ROAD, HONG KONG	
Quotation Ref. No.: <u>04823-00434</u>	Closing Date: <u>12 September 2023</u> <small>(9:30am Hong Kong Time)</small>

✂-----✂-----✂-----✂-----

Quotation Ref.: 04823-00434

Please return this questionnaire to us if you are not able to offer quotation.

REASON FOR NO OFFER

To: Director of the Hong Kong Observatory
(Fax No.: (852) 2367 5501)

With reference to your Invitation to Quotation No.: 04823-00434 Closing Date: 12 September 2023, I regret that I am unable to quote due to the following reasons.

(Please insert a "x" where applicable)

- _____ The requirement is out of our range of supply/service.
- _____ The required quotation specification cannot be met.
- _____ The delivery schedule cannot be met
- _____ The quotation closing date cannot be met.
- _____ Temporary out of manpower.
- _____ The quantity required is too small.
- _____ Others _____

Signature : _____

Name in
Block Letter : _____

Name of
Company : _____

Telephone No. : _____

Fax No. : _____

Date : _____

(Company Chop)