

INVITATION TO TENDER

<Vendor name and address>

TERMS OF TENDER

1 The Tender Document comprises the following:

- (a) Terms of Tender
- (b) General Conditions of Contract
- (c) Tender Form
- (d) Schedule and Offer
- (e) Tender Specifications (provided in the Schedule and Offer)
- (f) Special Conditions of Contract (if any)
- (g) Data Privacy Terms and Conditions

2 Except where the context otherwise requires the following expressions in the Tender Document shall have the following meanings : -

'Contract' means the contract hereunder and reference to the terms thereof shall include the terms of tender unless inconsistent with the context of such reference;

'Contractor/Supplier' means the Tenderer whose tender is accepted;

'Contractual Period' means the period determined by the date the order is placed and the delivery date specified in the quotation;

'Hong Kong' means the Hong Kong Special Administrative Region of the People's Republic of China;

'Receiving Officer' means the officer in charge of a department of LSCM to which any Schedule Goods are to be sent or provided or such other officer as he may authorize to accept delivery thereof;

'Schedule Goods' means the articles, materials or services referred to in the Schedule and Offer forming part of the tender;

'Tender Closing Date' means the latest date (Hong Kong time) by which tenders must be lodged;

'Tenderer' means the person or persons and/or the firm or the company referred to in the Tender Form;

'LSCM' means Logistics and Supply Chain MultiTech R&D Centre Limited.

3 Tenders are invited for the supply of the Schedule Goods subject to and in accordance with these Terms of Tender, the General Conditions of Contract, the Data Privacy Terms and Conditions and the Special Conditions of Contract (if any) attached hereto.

4 (a) The Tender Form, Schedule and Offer and accompanying documents completed must be emailed to Procurement@lscm.hk at or before 10:00 a.m. of the above Tender Closing Date.

(b) Late tenders will not be considered.

In the event that Typhoon Signal No. 8 or above, or Rainstorm Black Warning is hoisted between 8:45 a.m. and 10:00 a.m. on the Tender Closing Date, the tender closing time will be postponed to 10:00 a.m. on the next working day.

5 (a) The Tender Form must be properly filled in and signed with all requisite information, samples or illustrations submitted, otherwise it may not be considered.

(b) Any alteration or erasure made to the Schedule and Offer must be initialed by the person who signs the Tender Form.

6 LSCM shall not necessarily accept the lowest or any tender, and reserves the right to accept all or any part or parts of a tender.

7 Tenders shall, unless otherwise indicated by LSCM, remain open for 90 days after the specified Tender Closing Date.

8 Tenderers shall use the Schedule and Offer for quotation of prices. Prices for supply of Schedule Goods shall be net prices after allowing for all trade and cash discounts and shall include the cost of containers, packing, packing materials, delivery at the Tenderer's own risk, all royalties and charges for patent rights (if any), and are to be shown in Hong Kong Currency. All prices quoted shall be on door-to-door delivery basis to locations within LSCM or to destinations as directed by LSCM. Suppliers outside Hong Kong may offer CIF Hong Kong price term with dispatch method specified if door-to-door delivery is not feasible.

9 The quantity shown against each item in the Schedule and Offer is an estimate of probable requirements and such estimate must be regarded as being given for the assistance of tenderers to make offers on the best evidence available and not as being a figure to which LSCM binds itself to adhere.

10 Where Schedule Goods are quoted by weight such quotations shall refer to the "net" and not "gross" weight.

11 The Tenderer must state the country of origin of any goods manufactured outside Hong Kong.

12 Upon receipt of the tender invitation, tenderers are requested to return the Proforma Reply by email immediately on their intention to bid or not. If tender is not submitted, related Tender materials are required to be destroyed before the Tender Closing Date.

13 Tenderers who do not receive a notification from LSCM within the validity period mentioned in clause 7 above should assume that their respective tenders have not been accepted.

14 (a) All samples submitted for consideration must be collected by unsuccessful tenderers within 7 days after the expiry of the validity date mentioned in clause 7 hereof. If at the expiration of such 7 days no arrangements have been made with LSCM for the collection of the samples, the tenderers shall be deemed to have given up all title thereto and LSCM may dispose of the same as it thinks fit at LSCM's absolute discretion without being responsible to the tenderers in respect thereof.

(b) Tenderers must obtain receipts for the deposit of samples and the samples need not be returned to the tenderers unless the receipts are produced at the time of collection.

15 The Tenderer's submission of a tender is made on the understanding that LSCM will not be liable to pay any cost arising out of its preparation and submission.

16 As part of the tender evaluation exercise, LSCM may invite tenderers to present their tender proposals, at no cost to LSCM, after their tender submission.

17 LSCM may disclose information on the awarded Contract including the name of and prices offered by the successful tenderer to interested parties including the unsuccessful tenderers unless tenderers indicate their disagreement to such disclosure in writing.

18 Tenderer's personal data provided in the tender will be used for tender evaluation and contract award purposes, and will be disclosed to the parties responsible for tender evaluation as LSCM, at its absolute discretion, deems necessary. Tenders with insufficient and/or inaccurate information may not be considered.

19 Tenderer's submission of previous job reference is made on the basis to authorize LSCM to seek references from those companies named by the Tenderer.

20 Alternative offers complying with the specifications laid down in the Schedule and Offer may be considered. Tenderers may also submit alternative proposals which improve the value of the offer. LSCM reserves the right to negotiate with any tenderer about the terms of the offer.

21 Tenderers shall, upon request by LSCM whilst their tenders remain open or as requested in the Tender Document, submit the latest audited accounts or unaudited accounts as appropriate for checking within 7 days from the date of such requests or together with their tenders respectively. Tenderers understand and agree that the aforesaid accounts provided will be used for financial assessment by LSCM or any third parties as appointed by LSCM.

22 Tenderers shall treat all materials and information contained in the Tender Document as confidential, and shall not disclose the said materials and information to other parties without the written consent of LSCM.

23 Tenderers shall not communicate to any persons other than LSCM the amount of any tender, adjust the amount of any tender by arrangement with any other persons, make any arrangement with any persons about whether or not they or those other persons should or should not tender or otherwise collude with any other persons in any manner whatsoever in the tendering process until the tenderers are notified by LSCM of the outcome of the tender exercise. Any breach of or non-compliance with this clause by tenderers shall, without affecting tenderers' liability for such breach of rules and laws or non-compliance, invalidate their tender. However, this clause shall have no application to tenderers' communications in strict confidence with their own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with their consultants / sub-contractors to solicit their assistance in preparation of tender submission.

24 (a) Tenderers shall not, and shall procure that their employees, agents, licensees and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and

execution of the supply of the Schedule Goods.

(b) Failure to so procure or any act of offering advantage referred to in (a) above committed by Tenderers or by employees, agents, licensees or sub-contractors of Tenderers shall, without affecting Tenderers' liability for such failure and act, result in their tenders being invalidated.

GENERAL CONDITIONS OF CONTRACT

1. Assignment : -

The Contractor shall not, without the written consent of LSCM, 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 it.

2. Schedule Goods, Specifications and Proof Notes : -

(a) Schedule Goods shall be of the qualities and sorts described and equal in all respects to any specifications or drawings mentioned in the Schedule and Offer hereto, or to any specifications, drawings or samples supplied by the Contractor before acceptance of its Tender.

(b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of the Contract shall be furnished to it free of charge but shall be returned to LSCM on completion of the Contract.

(c) If required, the Contractor shall furnish LSCM with a proof note or certificate showing that the Schedule Goods have been subjected to the normal tests for such goods or such tests as LSCM may reasonably require.

3. Delivery : -

The Contractor shall, on receipt of a written contract from LSCM, supply and deliver in accordance with the delivery conditions specified in the Contract and to the destination named in such Contract, the quantities of Schedule Goods therein specified within the time (not being manifestly unreasonable) specified in such Contract or if no such time is specified then within 14 days of the lodging of such Contract and in this connection, time shall be deemed to be the essence of the Contract. Each delivery shall be marked with the order number and made with two (2) copies of delivery note and packing lists. The Contractor shall ensure that a receipt thereof is received from the Receiving Officer but such receipts shall not constitute an acknowledgment that the goods therein mentioned are acceptable or satisfactory. The Contractor shall also provide demonstration to prove the successful completion of other services specified in the contract.

4. Packaging and Conveyance : -

The Contractor shall be responsible for adequate packaging and suitable transportation of goods to ensure the Schedule Goods will arrive at the destination specified in the Contract in good condition and without defects.

5. Inspections and Acceptances : -

All deliveries of Schedule Goods will be subject to inspection and/or testing for acceptance by LSCM after delivery. All required services will be subjected to demonization and/or testing for acceptance by LSCM after service fulfillment.

6. Rejection : -

(a) Without prejudice to any statutory rights, LSCM may reject any Schedule Goods which are defective, damaged, spoilt, soiled, or which do not strictly conform with the conditions of sub-clause (a) of Clause 2 hereof.

(b) Within 24 hours of being notified in writing of the rejection of any goods delivered, the Contractor shall remove the same at Contractor's own risk and expense.

(c) Within 7 days of notification of rejection, the Contractor shall replace such goods and/or reconfiguration of services with satisfactory goods and/or services specified in the Contract or in the case where replacement of goods and/or reconfiguration of services have to be obtained from sources outside Hong Kong, the Contractor must advise LSCM the delivery date when replacement goods or reconfiguration services will be delivered, unless with the notification of rejection, LSCM shall have notified the Contractor that it does not require the replacement of such goods. LSCM reserves the right to apply Clause 9 of these General Conditions of Contract in the event that replacement delivery cannot be made within the 7 days period referred to above and the goods are urgently required to meet essential requirements of LSCM.

7. Empties : -

No return of empties to the Contractor will be made unless it is expressly stated in the Contract or otherwise agreed by LSCM and all costs incurred for the return will be paid by the Contractor. LSCM shall not be responsible for the losses or damages of such empties whilst under its control.

8. Payment for Schedule Goods : -

The Contractor shall send certified invoices to the Finance Office of LSCM stating LSCM's purchase order number, particulars and quantities of goods and/or services delivered, unit prices, applicable discounts and net payment due. Payment will normally be made to contractors within 30 days from receipt of invoices and acceptable goods and/or services.

9. Default and Termination of Contract : -

If the Contractor fails to deliver all or any Schedule Goods ordered within the time specified in the Contract or as otherwise provided in Clause 3 above or in accordance with Clause 2(a) above, LSCM 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 LSCM may have against the Contractor for breach of Contract including but not limited to the right of LSCM to procure any Schedule Goods then outstanding from any other source and the Contractor shall be liable for any sums so incurred in excess (hereinafter called "Any Excess") of the Contract prices and any losses LSCM may suffer.

10. Deposits : -

(a) Any sum deposited by the Contractor may be applied by LSCM against Any Excess arising by virtue of termination under Clause 9 above and accordingly the balance (if any) thereof shall not be returnable to the Contractor until the date when but for such termination the Contract would have expired.

(b) The provision of sub-clause (a) of this clause shall apply equally in the case of termination, without lawful excuse, of this Contract by the Contractor.

(c) The application of any deposit as aforesaid shall be without prejudice to the right of LSCM to recover from the Contractor Any Excess not wholly absorbed by the said deposit.

11. Offence of Bribery : -

If the Contractor is found to have offered or given any gratuity, bonus, commission, advantage, discount, bribe, loan or any other gift or consideration as an inducement or reward to any employee of LSCM in relation to the Contract or any other agreement or contract of LSCM, the Contractor shall be guilty of an offence under the Prevention of Bribery Ordinance and LSCM shall be at liberty to forthwith cancel the Contract, agreement or contract, as the case may be, and shall hold the Contractor liable for any losses and damages which LSCM may thereby sustain.

The Contractor shall not, and shall procure that its directors, employees, agents and subcontractors who are involved in the Contract shall not, except with permission of LSCM, solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in relation to the business of LSCM (e.g. prohibiting acceptance of commission or free service from suppliers and service providers serving LSCM). The Contractor shall also caution its directors, employees, agents and sub-contractors against soliciting or accepting any excessive hospitality, entertainment or inducements, which would impair their impartiality in relation to the business of LSCM. The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that its directors, employees, agents and sub-contractors are aware of the aforesaid prohibition and will not solicit or accept any advantage, excessive hospitality, etc. in relation to the business of LSCM.

12. Declaration of Interest

The Contractor shall declare to LSCM in writing and require its directors and employees to declare in writing to the Contractor any conflict or potential conflict between their personal / financial interests and their duties in connection with the Contract, including any personal relationship with the suppliers and service providers serving LSCM. In the event that such conflict or potential conflict is disclosed in a declaration, the Contractor shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed. The Contractor shall require its agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

The Contractor shall prohibit its directors and employees who are involved in the Contract from engaging in any work or employment other than in the performance of the Contract, with or without remuneration, which could create or potentially give rise to a conflict between their personal / financial interests and their duties in connection with the Contract. The Contractor shall require its agents and sub-contractors to impose similar restriction on their directors and employees by way of a contractual provision.

The Contractor shall take all necessary measures (including by way of internal guidelines or contractual provisions where appropriate) to ensure that its directors, employees, agents and sub-contractors who are involved in the Contract are aware of the provisions under the aforesaid Clauses 11 and 12.

13. Warranties : -

The Contractor shall warrant for a period of 12 months from the date of acceptance or any other specified periods agreed by LSCM that all Schedule Goods furnished pursuant to the Contract are:

- (a) free from defects in design, material and workmanship;
- (b) suitable and fit for the purposes intended whether express or reasonably implied;
- (c) in conformity with the drawings, specifications, samples or other descriptions applicable thereto; and
- (d) in conformity with all other requirements of the Contract.

If any Schedule Goods are found not to conform to the warranty requirement, LSCM may, in addition to any other remedies at law or in the Contract, return such Schedule Goods to the Contractor at the Contractor's expense, for correction, replacement or credit, as LSCM may direct at LSCM's absolute discretion.

14. Recovery of Sums Due : -

Whenever under the Contract any sum of money shall be recoverable by LSCM 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 contract with LSCM.

15. Liability for Damages or Compensation : -

(a) LSCM shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance, the Employees' Compensation Ordinance, or at Common Law by or in consequence to any accident or injury to any workman or other person whether in the employment of the Contractor or any sub-contractor and the Contractor shall indemnify and hold LSCM harmless against and from any and all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

(b) The Contractor shall effect a policy of insurance against all claims, demands or liability in pursuance of this Contract with an insurance company approved by LSCM (which approval shall not be unreasonably withheld) and shall continue such insurance for the duration of the Contract and shall when required, deposit with LSCM for safe keeping during the currency of the Contract such policy of insurance together with the receipt of payment of the current premium.

(c) If the Contractor shall fail to effect and keep in force the insurance referred to or any other insurance which it may be required to effect under the terms of the Contract then and in any such case LSCM 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 LSCM 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.

(d) In the event of any workmen or other persons employed on any work done in pursuance of the Contract whether in the employment of the Contractor or its sub-Contractor suffering any personal injury or death and whether there be a claim for compensation or not, the Contractor shall without delay give notice in writing of such personal injury or death to LSCM.

(e) The Contractor, Contractor's agents or sub-contractors shall at all times be responsible and liable for damage to property of LSCM or of any of its employees or agents or any injury to or death of any employee or agent of LSCM arising out of their actions.

16. Bankruptcy : -

LSCM 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 compensation under any Bankruptcy Ordinance 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 entitle 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 LSCM.

17. Patents and Copyrights : -

The Contractor shall warrant that the Schedule Goods supplied under the Contract do not infringe upon the patent or copyright of any third party. In the case of any claim or action brought against LSCM, its employees or agents alleging infringement of any patent or copyright in respect of the Schedule Goods supplied pursuant to this Contract, the Contractor shall indemnify and hold LSCM, its employees and agents harmless against all costs and damages arising out of such alleged infringement and undertake to defend or settle such claim or action at the expense of the Contractor.

18. Intellectual Property Rights : -

LSCM shall be the sole proprietary owner of and has control or the right to use all materials including but not limited to files, discoveries, development, designs, drawings, specifications, tracings, diagrams, flow-charts, samples, data, marketing plans or techniques, software programs, tapes, technical, financial or business information, artworks, photos and films (the "Deliverables") produced under the Contract by the Contractor. All Deliverables should be returned to LSCM

immediately upon the termination of the Contract or completion of the services rendered under the Contract.

All materials supplied by LSCM (the "Materials") under the Contract remain the property of LSCM. The Contractor shall be responsible for the due return of the Materials upon termination of the Contract or completion of the services rendered under the Contract. Should any Materials be lost or damaged from any cause whatsoever while in the possession or control of the Contractor or its employees, officers, representatives, sub-contractors or agents, LSCM shall have right to claim the Contractor for the original cost of the Materials and all costs and damages incurred as a result of the loss of the Materials.

The Contractor shall keep the Materials supplied by LSCM and the Deliverables supplied to LSCM confidential, and shall not divulge or communicate to any person the Materials or Deliverables including but not limited to the business or affairs of LSCM and shall use its best endeavors to prevent any unauthorized disclosure of such information and undertake not to use or reproduce such Materials and Deliverables by itself, its employees, officers, representatives, sub-contractors, agents and clients without the prior written consent of LSCM save and except for the rendering of service under the Contract. Any unauthorized use of such Materials and Deliverables shall be construed as a material breach of the Contract, and LSCM shall have the right to claim the Contractor for all benefits gained by the Contractor, and/or the loss of benefits to LSCM resulting from such unauthorized use.

19. Risk of Loss : -

Notwithstanding any other term of the Contract or inference therefrom, the risk of loss to goods ordered shall be upon the Contractor until the goods are received and accepted by LSCM.

20. Exclusion of Third Party Beneficiaries : -

Nothing in the Contract, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of the Contract. The Contracts (Rights of Third Parties) Ordinance in Hong Kong shall not apply to the Contract.

21. Government Regulations : -

(a) For supply of services by Contractor

The Contractor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the Government of Hong Kong or other competent authority in Hong Kong. The Contractor shall indemnify LSCM against any penalty, loss or cost arising as a result of the Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, LSCM reserves the right to terminate the Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all expenses necessarily incurred by LSCM as a result of the termination of the Contract.

(b) For supply of goods by Contractor

The Contractor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the Government of Hong Kong or other competent authority in Hong Kong, and the government or other competent authority in the country of manufacture. The Contractor shall indemnify LSCM against any penalty, loss or cost arising as a result of the Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, LSCM reserves the right to claim full compensation in the event of the whole or any part of the Contract not being completed as a result of such failure to comply.

22. Contractor's Conditions : -

Any terms and conditions imposed by the Contractor which are inconsistent with or additional to the terms and conditions stated herein shall not be binding upon LSCM unless expressly accepted in writing by LSCM.

23. Disputes and Applicable Law : -

(a) If any dispute arises between LSCM and the Contractor in reference to the performance of the Contract, or any part thereof, LSCM or Contractor may forthwith give to the other party written notice requiring the matter to be referred to a single arbitrator, in accordance with the procedures governed by the Arbitration Ordinance, whose decision shall be final, and binding on the parties. The costs of such reference shall be in the discretion of the arbitrator.

(b) The Contract shall be governed by and construed in accordance with the laws of Hong Kong.

24. Special Conditions : -

These General Conditions of Contract shall apply to the extent which they are not inconsistent with the Special Conditions of Contract (if any) attached hereto. Any license and maintenance service agreements that are required by the Contractor for contract acceptance must not contradict any of the conditions specified herein.

TENDER FORM

Tender for the supply of
Supply and delivery of AI supercomputer

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To: Logistics and Supply Chain MultiTech R&D Centre Limited

I/We, the undersigned, acknowledge for myself/ourselves and the firm and partners therein/Limited Company hereunder mentioned TERMS OF TENDER, GENERAL CONDITIONS OF CONTRACT from LSCM and do hereby agree to supply all or any portion of the Schedule Goods mentioned in the Schedule and Offer, which may be ordered by LSCM, at the prices quoted in the said Schedule and Offer, for delivery on or before the date mentioned in the said Schedule and Offer or where no date is shown then WITHIN THE TIME SPECIFIED in any order placed by LSCM free of all other charges subject to and in accordance with the TERMS OF TENDER and the GENERAL CONDITIONS OF CONTRACT, and (if any) the Special Conditions of Contract attached hereto.

I/We certify that as at the time of submission of this TENDER FORM and other than the Excepted Communications referred to in the below Note, I/we have not communicated to any person other than LSCM the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I/we or that other person should tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the tendering process until I/we are notified by LSCM of the outcome of the tender exercise and other than the Excepted Communications, I/we will not communicate to any person other than LSCM the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not I/we or that other person should tender or otherwise collude with any other person in any manner whatsoever.

(Note : The expression "Excepted Communications" means my/our communications in strict confidence with my/our own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with my/our consultants or sub-contractors to solicit their assistance in preparation of tender submission.)

I/We, the undersigned, for myself/ourselves and the firm and partners therein/Limited Company hereunder mentioned hereby warrant that the sale and/or supply of any of the Schedule Goods by me/us/the said firm/Limited Company will not infringe any patent in respect thereof registered under the Registration of Patents Ordinance (Chapter 514 of the Laws of Hong Kong) and that my/our Business Registration and Employees' Compensation Insurance Policy are currently in force.

My/Our Business Registration Certificate No. is _____, Date of Expiry _____.

I/We give below both the names of the employees of LSCM and/or their families who are related to me/us, or to my/our employees and/or their families, and the nature of their relationship. (State none if totally inapplicable).

I am/We are authorized to submit and sign tenders for and on behalf of:

(name of the tenderer)

(Company Chop)

Trading in Hong Kong under the style of Sole Proprietorship* / Partnership* / Limited

Company* / Others, please specify* (* *Delete appropriate*) _____

Signature of Tenderer: _____ Date: _____

Name and Position in Block Letters: _____

Registered Address: _____

Telephone No.: Office _____ Mobile _____ Fax Number _____

Email Address: _____

Other Contact Person (Name and Position): _____

Telephone No.: Office Mobile Fax Number: _____

Email Address: _____

To: Logistics and Supply Chain MultiTech R&D Centre Limited.

Schedule and Offer

1. General Requirements

The Seller shall provide the following items:

- 1.1 Item A1: Server with Graphics Processing Unit (GPU) for AI training and prediction (Quantity: 1)
- 1.2 Item B1: AI Computing Software
- 1.3 Maintenance services for Item A1 and B1
- 1.4 Other required services

2. Specifications

The quotation requirements below are mandatory. The Seller shall provide hardware and service which covers the followings features:

2.1 Hardware

Item A1 – Server with Graphics Processing Unit (GPU) for AI training and prediction

Features	Requirements
GPU	● Shall have at least sixteen (16) units of NVIDIA Tesla V100 Tensor Core GPU connecting by NVIDIA NVLink or equivalent configurations
GPU Performance	● Shall have Tensor performance of at least 2 petaFLOPS or equivalent
GPU board	● Shall have at least two (2) GPU boards, ● Shall have at least six (6) NVSwitches on each boards, i.e. total twelve (12) NVSwitches ● NVSwitches shall provide at least 2.4 TB/s bi-section bandwidth
GPU Memory	● Shall provide at least 512GB total system (32 GB each GPU)
CPU	● Shall have at least dual Intel Xeon Platinum 8168, 2.7 GHz, 24-cores or better
System Memory	● Shall have at least 1.5TB DDR4
Storage	● Shall have at least two (2) 960GB NVME SSD (system disk) ● Shall have at least eight (8) 3.84 TB NVME SSD
Network	● Shall have at least eight (8) EDR Infiniband or 100 GbE
Display	● Shall have at least three (3) display ports, 4K resolution each
Form Factor	● 10U Rackmount

Power	<ul style="list-style-type: none"> ● At least six (6) 3000 W @ 200-240 V load balancing power supply
Cables	<ul style="list-style-type: none"> ● Should include compatible power cords to our environment and Infiniband / network cables to ensure the mentioned full performance
Operating System	<ul style="list-style-type: none"> ● Shall be bundled with latest Ubuntu Desktop Linux (19.10) or equivalent ● Shall be compatible with older version of Ubuntu (e.g. 16.04, 18.04) ● Shall be installed with NVIDIA driver, Docker CE, NVIDIA Container Runtime for Docker, Data Center GPU Management (DCGM)
Compatibility	<ul style="list-style-type: none"> ● The proposed server shall be fully compatible with and support the full performance of the proposed GPUs (i.e. Tensor performance of at least 2.1peta FLOPS or equivalent)

B. Add-on Software

Item B1 – AI Computing Software

Features	Requirements
AI Computing Software	<ul style="list-style-type: none"> ● Shall be bundled with the following AI computing software: <ul style="list-style-type: none"> - Nvidia GPU cloud (NGC) service including AI software containers (Docker and Singularity) for deep learning, machine learning, and high performance computing, including pre-trained models, model training scripts, and production training process workflows; - AI frameworks including the latest version of the followings: Caffe, Caffe2, NVCAffe, Microsoft Cognitive Toolkit, PyTorch, TensorFlow, MXNet, Theano, Torch, and TensorRT - CUDA toolkit including NVCC, the CUDA C++ compiler for GPUs - Deep Learning SDK including CUDA Basic Linear Algebra Subroutines library (cuBLAS); CUDA Deep Neural Network Library (cuDNN); NCCL; and RAPIDS libraries ● The above AI computing software shall be pre-installed in the proposed workstation specified in Item A1 of Section A and ready to be used

	● Free OS, CUDA and GPU drivers update for at least 2 years
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C. Maintenance Requirements

1. A free of charge warranty period of at least twenty-four **(24) months** shall be required for all the proposed hardware and software items.
2. The Contractor shall provide monthly software releases and updates on the AI computing software specified in Item B1 of Section B during the maintenance.
3. The Contractor shall provide consultation services on the usage of the AI computing software specified in Item B1 of Section B during the maintenance.
4. The Contractor shall provide free delivery and installation service of hardware and software to LSCM server room.
5. The Contractor shall provide hardware and software technical transfer to LSCM personnel
6. Remote hardware support including diagnostics to bring systems back to fully functional;
7. Onsite hardware support and replacement during office hour (Mon-Fri 9:00-19:00).
8. Include unlimited phone and email support during office hours.

D. Other Requirements

1. The Contractor should include technical specifications for all proposed products in the acquisition proposal.
2. The Contractor shall provide detail documentation of the installation tests to ensure that all the hardware and software items are correctly installed.
3. All necessary cables and power cords shall be bundled for connecting the proposed equipment.

The following information MUST BE provided by Tenderer:

1. Additional information:

Brand/Model	
Time of delivery: No. of days from receipt of order (including shipping time)	
Compliance with specification If No, please provide details	Yes/No
Free warranty period to be provided after official acceptance by LSCM	
Scope of warranty service (please tick the appropriate option)	<input type="checkbox"/> On-site (parts and labour included) <input type="checkbox"/> On-site (labour only) <input type="checkbox"/> Off-site (parts and labour included) <input type="checkbox"/> Off-site (labour only) <input type="checkbox"/> Others:
Estimated annual maintenance charges for the subsequent years after expiry of the free warrant period	1 st year: 2 nd year: 3 rd year:
Standard accessories to be provided free of charge with the equipment or system	
Optional accessories with prices recommended	
Number of operation manuals to be provided free of charge	
Number of maintenance / service manuals to be provided free of charge	
Time required for installation, commissioning and testing after equipment / system delivered to LSCM's site	
Special requirement for installation, commissioning and operation of the equipment such as environmental conditions, power supply, loading, foundation requirement etc.	

Free training course to be provided in HK	Yes / No
If yes, duration, venue and content of the training course	
Any reference deployment case in Hong Kong using the same model. If yes, please specify their names.	
Estimated life expectancy of equipment / system under normal operation	
Name and address of local service provider in Hong Kong	
All products supplied should comply with the Government Approved Regulation and Standards including Safety Requirements.	Yes/No
To be completed by suppliers outside Hong Kong only: a. Who will install the equipment / system b. How to provide warranty / maintenance services during free warranty period and after c. How will the free training course be provided	

2. Fee Proposal:

Item	Description (refers to quotation for detail specification)	Estimated Quantity	Unit cost in HKD	Total in HKD	Time of Delivery	Country of Origin
1	1.1 Item A1: Server with Graphics Processing Unit (GPU) for AI training and prediction 1.2 Item B1: AI Computing Software 1.3 Maintenance services for Item A1 and B1 1.4 Other required services	1 set				

We are pleased to submit the offer in accordance with the specification and conditions stated above.

Signature of Tenderer:

Date:

Company Chop: