**INSTRUCTIONS TO TENDERERS**

**AND RELATED DOCUMENTS**

**PLD-CS069/25/66**

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# 1. Introduction

"Companhia de Electricidade de Macau - CEM, S.A.", hereinafter referred to as "CEM", is calling Tenders for thesupply of the following, globally called the "Works":

***Correspondence System and Digital Procurement Platform Project***

# 2. BRIEF DESCRIPTION OF THE SCOPE OF SUPPLY

Detail Scope of Supply and Requirements should refer to the Technical Specifications attached.

# 3. General

* 1. CEM accepts tenders for the Works in accordance with the Tender Documents (later defined).
  2. Tenderers are requested to investigate and satisfy themselves regarding these Tender Documents and CEM's local conditions, and shall be deemed to have done so, no claims being acceptable in the future that may be explained by a misjudgement of the requirements or cost for successfully completing the Works.

Visits to CEM's premises, if needed, can be arranged provided sufficient notice be given.

* 1. Tenders and all correspondence and documents relating to the Tender exchanged between the Tenderer and CEM and/or CEM’s Representative shall be written in the **English** Language. Printed manufacturer’s literature furnished by the Tenderer may be written in another language if accompanied by an English translation.
  2. The information contained in the Tender Documents is confidential and Tenderers may not disclose it to third parties without CEM's prior written consent.
  3. The Closing Date/Time for reception of the Tenders will be at 17:00 hrs. on the **17th June 2025 (Tuesday). For any tender queries, please send them to us on or before 5th June 2025 (Thursday)**
  4. The validity period of the Tenders is due to begin on the closing date/time above.
  5. Tenders shall be delivered to the following email address:

[etender@cem-macau.com](mailto:etender@cem-macau.com)

***Please use this email address ONLY for the tender submission and please DO NOT put any other email address on “Cc” or “Bcc”***

* 1. Should a Tenderer detect any error or mistake in his Tender after delivery, he shall notify CEM in writing for the tender resubmission, which will be fully acceptable if received before the Closing Date.
  2. Tenders received after the Closing Date will not be considered, the eTender System clock is based on the official time provided by Macau Post.
  3. Once surrendered, the Tenders shall not be changed in any way on the Tenderer's own initiative.
  4. Tenderers will not be entitled to reimbursement of costs incurred with the preparation of their Tenders, and no such provisos shall be accepted by CEM.

# 4. Tender Documents

* 1. Each set comprises the following:

a) Instructions to Tenderers and related documents, such as:

* Form of Tender;
* Price Scheme / Bill of Quantity;
* Statement of Bidder Eligibility Form;
* Declaration (Sample)
* Deviation Form - Commercial Part;
* Deviation Form - Technical Part;
* Tender Security
* Performance Security

b) General Conditions of Contract

c) Special Conditions of Contract

1. Technical Specification

d1) Technical Specification Appendix

1. Price Scheme
2. CEM SHEQ Documents
3. H&S Manual
4. SHE Non-Compliance in Contracts Managed by CEM
   1. Tenderers are requested to check the page numbers in order to make sure they have received the complete set and, should some be missing, advise CEM at once.
   2. Should a Tenderer detect inconsistencies in the Tender Documents or should their meaning be unclear, a request for clarification should be addressed to CEM in writing.

Replies will be made under the form of "supplementary notices", issued to all Tenderers and which will become part of the Tender Documents.

# 5. TENDER SECURITY / PERFORMANCE SECURITY

* 1. The Tenders shall include a **Tender Security** in the amount of **MOP230,000.00** issued by a Bank in accordance with the enclosed specimen. This security will be kept as guarantee for the fulfilment of the obligations undertaken by the Tenderer as per these instructions.
  2. The Tender Security shall preferably be in the form of an unconditional bank security or a certified cheque, in an amount stated in 5.1 above.

Bank Guarantee shall be payable in Macau and shall be issued by one of the approved banks. It must be payable to CEM on first demand, without any need for judicial settlement and despite any objection by the Tenderer or the bank.

Certified cheque shall be payable to CEM in Macau and drawn on one of the approved banks in Macau.

* 1. Those securities surrendered by unsuccessful Tenderers will be released as soon as CEM awards the Service to one Tenderer.

5.4 The security surrendered by the successful Tenderer shall only be released upon replacement by a **Performance Security** for the whole Service in an amount **equivalent to 10% of the total Contract Price**, through a Bank security in accordance with the enclosed specimen.

* 1. The Performance Security shall preferably be in the form of an unconditional bank Security or a certified QR Code cheque, in an amount stated in 5.1 above.

Bank Guarantee shall be payable in Macau and shall be issued by one of the approved banks. It must be payable to CEM on first demand, without any need for judicial settlement and despite any objection by the Tenderer or the bank.

Certified cheque shall be payable to CEM in Macau and drawn on one of the approved banks in Macau.

* 1. Bank securities shall be issued by one of the following banks, through their head-offices or representatives in Macau:

|  |  |
| --- | --- |
| Bank of China Limited, Macau Branch | 中國銀行股份有限公司 - 澳門分行 |
| Banco Nacional Ultramarino, S.A. | 大西洋銀行股份有限公司 |
| Luso International Banking Limited | 澳門國際銀行股份有限公司 |
| China Guangfa Bank Co., Limited, Macau Branch | 廣發銀行股份有限公司 - 澳門分行 |
| Banco Comercial de Macau, S.A. | 澳門商業銀行股份有限公司 |
| The HongKong & Shanghai Banking Corporation Limited, Macau Branch | 香港上海匯豐銀行有限公司 - 澳門分行 |
| Banco Well Link, S.A. | 立橋銀行股份有限公司 |
| Tai Fung Bank Limited | 大豐銀行股份有限公司 |
| Macao Development Bank Limited | 澳門發展銀行股份有限公司 |
| Industrial and Commercial Bank of China (Macau) Limited | 中國工商銀行(澳門)股份有限公司 |
| China Construction Bank Corporation, Macau Branch | 中國建設銀行股份有限公司 - 澳門分行 |
| The Bank of East Asia Limited, Macau Branch | 東亞銀行有限公司 - 澳門分行 |

# 6. TENDER BRIEFING / SITE INSPECTION (nOT APPLICABLE)

# 7. OPEN Tenders

* 1. Tenders will be submitted in accordance with the Tender Documents supplied by CEM.
  2. Alternative Tenders may also be submitted, but they must be supported by detailed clarification, explaining each variance, modification or alternative with regards to the Base Tender, and the price impact, if any.
  3. Each Tender shall consist of:

7.3.1 Tender Security

The Tender Security as required in Clause 5.1 shall be delivered in a sealed envelope to the following address quoting our tender reference **“TENDER REF. PLD-CS069/25/66 - TEDER SECURITY - Correspondence System and Digital Procurement Platform Project”** on/before the closing date/time for reception of the Tenders as per Clause 3.5 above.

Companhia de Electriciade de Macau - CEM, S.A.

The Procurement & Logistics Department (PLD)

Estrada D. Maria II, "CEM" Building

Macau

* + 1. Technical Proposal:
* ***Statement of Bidder Eligibility Form*** as per enclosed specimen, duly completed, signed and dated
* ***Copy of the issued Tender Security as per 7.3.1 above***
* ***Declaration (Sample)*** as per enclosed specimen, duly completed, signed and dated
* ***Company Profile***;
* ***Technical details, documentation and information*** as required in Technical Specification;
* ***Deviation Form******- Technical Part***, listing all deviations (if any) to the requirements set forth in the Technical Specification
  + - * ***Detailed program schedule of the works including milestones to be carried out***;

***List of Tools and Equipment*;**

* + - * "***CEM Safety, Health, Environment and Quality Requirements and Responsibilities for Service Suppliers*** (Version 6)" duly completed, signed and dated.
      * ***CEM Green Compliance*** duly completed with all the documents required (if applicable);

***Details of past experience*** with particular regard to the period mentioned in the technical specification and to **similar work**;

***Map of Team,*** ***an estimate of Tenderer's own staff, CV of the personnel,*** to be allocated including a brief characterization of their qualifications or positions, **the training record of the staff relevant to this contract**;

Company licence and Certification of ISO9001, ISO14001 and ISO45001 (if any)

* If applicable, a ***list of subcontractors***, their past experience in similar projects and role in the Service now being put out for Tender;

***Specifications and all other information***, either requested in the Tender Documents or necessary for a clear understanding of the Tender;

***Other information*** as required in the Tender Documents or which may be needed for evaluation of the Tender. In the case where such similar documents contain possible options, identification shall be made of which options are included in the proposed price.

* + 1. Commercial Proposal:
* ***Form of Tender*** as per enclosed specimen, duly completed, signed, dated and witnessed
* ***Price Scheme***, duly completed, signed and dated. The quoted prices shall be quoted in “lump sum” that includes all cost for equipment/tools, manpower resource to be allocated and facilities, transportation and all other expenses or the like
* ***Deviation Form - Commercial Part***, listing all deviations (if any) to the requirements set forth in the Instructions to Tenderers, General Conditions of Contract

***\*\**** ***All pages as above documents should be numbered in sequence. The above documents will be used for tender evaluation. Tenderers must submit all documents in their proposal.***

7.4 Submission of Tenders

7.4.1 **The tender in electronic format** with all the information required in the proposal as per 7.3 above) should be addressed as per 3.7 above [etender@cem-macau.com](mailto:etender@cem-macau.com) in separate emails, and labelled:

###### PLD-CS069/25/66-1 (Technical Proposal as per 7.3.2)

**&**

**PLD-CS069/25/66-2(Commercial Proposal as per 7.3.3)**

***\* The System only accepts emails with sizes below 20Mb.  If your email is larger than that, please split it into several with sizes below 20Mb, but please ensure to number them accordingly in the email subject for our follow-up, e.g. “PLD-CS069/25/66-1-1/3”, “PLD-CS069/25/66-1-2/3”... ...***

The “**TECHNICAL PROPOSAL**” shall include all the pages and information of the proposal and be arranged to requirements in Sub-Clause 7.3.2.

The “**COMMERCIAL PROPOSAL**” shall include all the pages and information of the proposal and be arranged according to requirements inSub-Clause 7.3.3.

7.4.2 If Alternative Tenders are also submitted, BASE TENDER and ALTERNATIVE TENDER, should be clearly identified.

7.4.3 Failure to submit any one of the documents referred to in Sub-Clauses 7.3.1 to 7.3.3 may lead to elimination of the Tender during the period of Tender evaluation.

# 8. Tender Evaluation

* 1. Tenders may be disqualified:

1. if not in accordance with the Tender Documents supplied by CEM
2. for any price revision without the request of CEM during the tendering process
3. if found to have committed any acts of corruption and bribery
4. if found to have committed any acts that result in bid-rigging
5. if found to have provided false information
   1. CEM reserves the right:
6. not to choose the lowest-priced tender
7. to select the tender that it deems more adequate to meet its objectives
8. not to accept the financing proposals, if any
9. to reject all tenders
10. not to choose the tender that violates any clauses mentioned in the Statement of Bidder Eligibility
    1. The main selection of the preferred tender are based on the criteria of fitness to technical requirements, tenderer experience, technical support, price and also taking into consideration the possession of Management and Quality Certifications such as ISO9001, ISO14001 and ISO45001 (if any).
    2. The performance of the Contractor shall be evaluated after completion of the project or every 12 months if the Contractor provides continuous services to CEM. To evaluate the Contractor's success in meeting the concerns of CEM, six major performance criteria shall be considered:
11. Time Control
12. Cost Control
13. Quality Control
14. Occupational Health & Safety (H&S) Control
15. Environmental Protection Control
16. Cyber Security Control

Contractor shall be mailed/faxed a copy of their Contractor Performance Evaluation Report within a reasonable time after the Taking Over Certificate is issued or the end of the service period. The evaluation result will be taking into consideration for future tender invitation and/or contract renewal.

# 9. Award Procedures

9.1 The successful Tenderer will be notified as soon as CEM decides to accept his Tender.

9.2 The successful Tenderer will be notified by means of a Letter of Acceptance (LOA), which will include any additional conditions that may have been agreed during the evaluation and discussion process.

9.3 The successful Tenderer will confirm in writing his acceptance of the LOA and shall submit the Performance Security (see 5.4 above) without delay.

9.4 Failure to comply with this requirement will enable CEM to annul the LOA; in this case, another LOA may be awarded to another Tenderer.

9.5 Upon acceptance of the LOA awarded to him, the successful Tenderer (thenceforth referred to as the “Contractor”) shall arrange to commence the Works without delay.

9.6 The remaining Tenderers will also be individually notified to that effect, at the same time and with the shortest possible delay, but not before 9.3 has been fulfilled.

9.7 Should CEM decide to cancel the Tender, all Tenderers will be notified simultaneously at the earliest possible time.

# 10. BRIBES

10.1 If a Tenderer or any of his agents or servants offers to give or agrees to offer or give to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to his Tender, then CEM may disqualify the Tender.

10.2 Any attempt by a Tenderer to influence CEM in the process of examination, clarification, evaluation and comparison of Tenders or in the decision concerning the award of any contract or to disclose any information on his Tender or the evaluation process to any other Tenderer or person not officially involved with such process may result in the rejection of the Tender.

# 11. CONFIDENTIALITY

All information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of any contract will be held confidential by CEM.

# 12. Related Documents enclosed

12.1 Form of Tender (specimen)

12.2 Statement of Bidder Eligibility Form ( " )

12.3 Declaration (Sample) ( " )

12.4 Tender Security ( " )

12.5 Deviation Form - Commercial Part ( " )

12.6 Deviation Form - Technical Part ( " )

12.7 Performance Security ( " )

**FORM OF TENDER**

###### Name of Contract: Correspondence System and Digital Procurement Platform Project

###### (Tender Ref. PLD-CS069/25/66)

To: Companhia de Electricidade de Macau - CEM, S.A.

1. Having examined the Instructions to Tenderers and all Tender Documents, as defined, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the above mentioned documents for the price of MOP/HKD/USD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figure]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in words]*.

1. If our Tender is accepted, we undertake to complete the whole of the Works within \_\_\_\_\_\_\_\_ **calendar days** after receipt of the Engineer’s notice to start.

3. We agree to abide by this Tender for a period of **90 days** from the closing date, during which period it may be accepted at any time.

4. Unless and until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding agreement between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025.

Signature / Company Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name / Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorized to sign tenders for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATEMENT OF BIDDER ELIGIBILITY FORM**

###### Name of Contract: Correspondence System and Digital Procurement Platform Project

###### (Tender Ref. PLD-CS069/25/66)

1. I, .......(Name) ..................., acting in the capacity of lawful representative of .............................. , do hereby state that the company I represent:
2. Has not committed any acts of corruption and bribery;
3. Has not committed any acts that result in bid-rigging;
4. Has not been given additional penalties as specified in item no. 1 (1) of article no. 82 of Law no. 16/2021 (i.e. to be deprived of right to participate in direct negotiation, restricted enquiries or public tenders) in the past five years,
5. Has not been finally convicted in a court of law for an offence affecting its professional respectability, or has been otherwise sanctioned administratively for serious professional misconduct in the past five years,
6. I fully understand that if our company or any of his agents or servants offers to give or agrees to offer or give to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the tender, then CEM may disqualify the tender.
7. I fully understand that any attempt to influence CEM in the process of examination, clarification, evaluation and comparison of tenders or in the decision concerning the award of any contract or to disclose any information of the tender or the evaluation process to any other tenderer or person not officially involved with such process may result in disqualification.
8. I state that neither our company nor any of our officers, directors, employees, representatives and/or any agent acting on behalf of the company has made or will make, directly or indirectly, any offer, payment, agreement or promise to pay money or anything of value, or has authorized or will authorize the offer, gift, agreement or promise to pay money or anything of value, in either case to any person or entity unlawfully to influence or induce any act, omission or decision of the CEM including, without limitation, in connection with this tender, the negotiation, preparation, execution or performance of this project or the procurement process leading to the award of this project. Any violation to this will lead to disqualification of proposal.
9. I state further that I am fully aware that the provision of false information shall imply the exclusion of the proposal submitted, as well as make the author thereof liable for criminal prosecution.
10. The Bidder undertakes to submit, upon request of the adjudicating body, all the documents evidencing the situations provided in sub-Clause above.
11. I state further that I am fully aware that the failure to submit the documents as provided in Clause 6, for reasons ascribable to the Bidder, shall imply either the exclusion of the Bidder from the Invitation to Tender or the voiding of any adjudication already made, as the case may be. Besides voiding of adjudication already made, any costs and losses incurred shall be borne by the Bidder.

Signature / Company Stamp\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign tenders for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remarks:

The personal data to be collected during this tender is only used for selection of award. All the data submitted will be handled according to the Personal Data Protection Act.

**DECLARATION (SAMPLE)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Name]*, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Marital Status]*, residing in Macao at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[address]*, is the owner of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[company]* or is the legal representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[company]*, hereby declares the bidder and its subcontractor(s) (if any), has/has no record of fatal or serious work-related accident in the past 3 years.

Signature / Company Stamp\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign tenders for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remarks: The personal data to be collected during this tender is only used for selection of award. All the data submitted will be handled according to the Personal Data Protection Act.

Note: This sample is used as a reference only; Bidders shall produce their document based on their own suitable contents or it may be considered as missing submission.

**TENDER SECURITY**

By this Guarantee, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[bank name and address]* with Head Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Tenderer]* (hereinafter called "the Tenderer"), are bound unto Companhia de Electricidade de Macau - CEM, S.A. (hereinafter called "CEM") in the sum of **MOP230,000.00 (PATACAS TWO HUNDRED THIRTY THOUSAND ONLY)** required for the admission to the tender for **“Correspondence System and Digital Procurement Platform Project*”***, for which payment the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

1. The Bank undertakes to pay to CEM any sum up to the above amount upon receipt of written demand from CEM. The execution of this covenant must offer CEM equal guarantee to the one resulting from a money deposit made by the Tenderer, so, the Bank will deliver the money demanded by CEM without delay.

2. The guarantee will remain irrevocably in full force and effect up to 30 days after the period of validity of the Tenderer's offer or, should the Contract be awarded to the Tenderer, until its replacement by the Performance Security for the Works.

This guarantee is governed by the laws and regulations of Macau Special Administrative Region of the People’s Republic of China.

**DEVIATION FORM - Commercial Part**

###### Name of Contract: Correspondence System and Digital Procurement Platform Project

###### (Tender Ref. PLD-CS069/25/66)

###### 

Tenderers shall indicate whether their offer has any deviation(s) from CEM commercial requirements, as stipulated on the Instructions to Tenderers, General Conditions of Contract and Special Conditions of Contract of the Tender.

|  |
| --- |
| YES / NO |

If Yes, the tenderers should provide details on each deviation.

If No, the tenderers should still fill in this form with confirmation of "No deviation".

|  |
| --- |
|  |

Tenderer: Authorised Signature:

Date:

**DEVIATION FORM - Technical Part**

###### Name of Contract: Correspondence System and Digital Procurement Platform Project

###### (Tender Ref. PLD-CS069/25/66)

Tenderers shall indicate whether their offer has any deviation(s) from CEM technical requirements, as stipulated on Technical Specifications (including Bill of Quantities) of the Tender.

|  |
| --- |
| YES / NO |

If Yes, the tenderers should provide details on each deviation.

If No, the tenderers should still fill in this form with confirmation of "No deviation".

|  |
| --- |
|  |

Tenderer: Authorised Signature:

Date:

**PERFORMANCE SECURITY**

(only required after contract award)

By this Guarantee, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[bank name and address]* with Head Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor"), are bound unto Companhia de Electricidade de Macau - CEM, S.A. (hereinafter called "CEM") in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figure]* (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) *[amount in words]*. being 10% (ten percent) of the Contract Price, for which payment the Bank binds itself, its successors and assigns by these presents.

###### Whereas CEM has awarded the Contractor the contract for “Correspondence System and Digital Procurement Platform Project”.

The conditions of this obligation are:

1. The Bank undertakes to pay to CEM any sum up to the above amount upon receipt of written demand from CEM. The execution of this covenant must offer CEM equal guarantee to the one resulting from a money deposit made by the Contractor, so, the Bank will deliver the money demanded by CEM without delay and without it being necessary to prove to the Bank the defects or shortcomings or debts of the Contractor.

2. This guarantee is valid until **30 days after the date of the Taking Over Certificate**.

This guarantee is governed by the laws and regulations of Macau Special Administrative Region of the People’s Republic of China.

**N.B. This security must be signed with the authorized signatures of the Bank, with the witness of a Public Notary.**