



# **LED HIGH MAST REPLACEMENT PROJECT - PHASE 1**

## **PUBLIC TENDER**

### **TENDER DOCUMENTS**

(Tender Ref.: PLD-CS022/25/99)

**COMPANHIA DE ELECTRICIDADE DE MACAU – CEM, S.A.**

# **“LED HIGH MAST REPLACEMENT PROJECT - PHASE 1”**

## **TENDER DOCUMENTS**

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# **“LED HIGH MAST REPLACEMENT PROJECT - PHASE 1”**

## **I. Tender Announcement**

**Announcement**  
**“LED High Mast Replacement Project – Phase 1”**  
**Public Tender**  
**(Tender Ref. PLD-CS022/25/99)**

1. **Tendering entity:** Companhia de Electricidade de Macau – CEM, S.A.
2. **Tender type:** Public tender
3. **Location of service:** Whole territory under the jurisdiction of Macao SAR
4. **Purpose of service:** To supply and install 33 LED high mast luminaries in selected location in Macau
5. **Completion time:** 12 months
6. **Validity of proposals:** 90 days, starting from the date of public tender opening, may be extended following the instructions set in Programme of Tender
7. **Type of award:** In global price
8. **Tender security:** MOP270,000.00 (Patacas Two Hundred Seventy Thousand), either in the form of cash deposit, a cheque or a bank guarantee in favour of Companhia de Electricidade de Macau - CEM, S.A.
9. **Performance security:** In the amount of ten (10) percent of the total contract value, either in the form of cash deposit, a cheque or a bank guarantee in favour of Companhia de Electricidade de Macau - CEM, S.A.
10. **Base price:** No base price
11. **Admission prerequisite:** Interested entities must be registered in the Land and Urban Construction Bureau of Macao SAR (DSSCU) for execution of works or, those who have submitted application or renewal before the date of public tender opening and the acceptance of the latter will be subject to the approval of its application or renewal
12. **Date, location and price to check and obtain tender documents:**

Date: From date of publication of this announcement until 11<sup>th</sup> July 2025  
Time: 09:00 – 13:00 and 15:00 – 17:00 on working days  
Location: Procurement and Logistics Department (PLD)  
Estrada D. Maria II, Edif. CEM, Macao

Copy of the tender documents can be requested from CEM by paying a fee of MOP500.00 (Patacas Five Hundred) and the amount received is reserved in favour of CEM. The tender documents can also be downloaded free of charge at CEM website ([www.cem-macau.com](http://www.cem-macau.com)).
13. **Date, time and location of tender explanation:**

Date and time: 19<sup>th</sup> June 2025 (Thursday), from 09:30 to 11:00  
Location: Estrada D. Maria II, Edif. CEM, CV4 Integrated Workshop
14. **Date, time and location for proposal submission:**

Deadline: 11<sup>th</sup> July 2025 (Friday), at 17:00  
Location: Companhia de Electricidade de Macau – CEM S.A.  
Estrada D. Maria II, Edif. CEM (Reception of Ground Floor),  
Macao
15. **Language for proposals:** Proposals shall be written in official language of Macao SAR or in English language
16. **Date, time and location of public tender opening:**

Date and time: 14<sup>th</sup> July 2025 (Monday), at 10:00

Location: Estrada D. Maria II, Edif. CEM, 9<sup>th</sup> Floor Multifunction Room

Bidders or their representatives should be present at the public tender opening for the purposes specified in Article 27 of Decree-Law No. 63/85/M dd. 6<sup>th</sup> July, and to clarify any possible questions regarding the proposals submitted.

Bidders can be represented by authorised persons for the public tender opening. The said authorised persons shall present the notarised authorisation documents in order to attend the opening.

**17. Proposal Evaluation Criteria and Respective Weighting Factors:**

The evaluation is divided into two phases. The first phase has the nature of elimination. Bidders can go to the second phase evaluation only if he can comply with the Technical Specification, all requirements in the Tender Specifications, all terms and conditions in the Programme of Tender as well as meeting the compulsory items in the first phase evaluation criteria.

<b>First Phase Evaluation Criteria</b>
- Human resources
- Project Schedule
- Experience of the LV electrical equipment installation from 2022-2024
- Experience of minimum 5 consecutive years in manufacturing LED road lighting

The second phase evaluation will be scored in accordance with the following weighting.

<b>Second Phase Evaluation Criteria</b>	<b>Weighting</b>
- Price	60%
- Management and Quality Certifications	10%
- Evaluation to the whole solution	30%

The entity to host this tender shall evaluate the proposals in accordance with the information on the proposals, and the methodology and score weighting as described above.

- 18. Supplementary Information:** Starting from 30<sup>th</sup> June 2025 until the deadline of proposal submission, bidders can visit the Procurement and Logistics Department (PLD), located at Estrada D. Maria II, Edif. CEM, or CEM website ([www.cem-macau.com](http://www.cem-macau.com)) for supplementary information, if any.

Companhia de Electricidade de Macau - CEM, S.A., on 11<sup>th</sup> June 2025.

Leong Wa Kun  
Chairman of the Executive Committee

Zhang Jian  
Executive Director

# **“LED HIGH MAST REPLACEMENT PROJECT – PHASE 1”**

## **II. PROGRAMME OF TENDER**

## II.1. – Preface of Programme of Tender

The Contractor should consider the following points in his proposal:

1. During the execution of the Contract and after completion of the Contract, the Contractor is the only responsible entity for the final quality achieved in the Contract, for all completed works and installed equipment, as well as for the guarantee of the quality and safety, and efficient functioning and operation, to the awarding entity.
2. During the execution of the Contract, the Contractor is the sole responsible entity for all acts arising from activities on the site and surroundings, thus, it must insure all risks against persons, objects and existing infrastructure, which may be influenced by such activities directly or indirectly until the works being taken over by the awarding entity by insurance policy issued by the insurers as per list specified in clause 1.4.2 of the Specifications (General Conditions of Contract).
3. For the measures of supervision of the Contractor to the employees, please see the rules stipulated in related sections of the Tender Documents.



## **II.2. – Programme of Tender**

### **1. TITLE OF THE CONTRACT & CONSULTATION OF TENDER DOCUMENT**

- 1.1 Companhia de Electricidade de Macau - CEM, S.A. henceforth referred to as CEM, accepts proposals in accordance with this Tender Documents relating to the “LED High Mast Replacement Project – Phase 1”.
- 1.2 The tender documents of “LED High Mast Replacement Project – Phase 1” are now available for consultation at the Procurement and Logistics Department (PLD) located at Estrada D. Maria II, Edif. CEM, during the working days from 9:00 am to 1:00 pm and 3:00 pm to 5:00 pm, from date of publication of respective tender announcement till date prior to tender opening.
- 1.3 The constitution of tender documents is shown in the INDEX.
- 1.4 Interested parties may pay MOP500.00 (Patacas Five Hundred) to acquire a copy of the tender documents which will be available within 5 days after payment, or download free of charge from CEM website ([www.cem-macau.com](http://www.cem-macau.com)).
- 1.5 The said interested parties are responsible for verification and comparison of the copy and the original, and are also responsible for acquiring the latest information or the amendment posted on the website every day before tender closing time. CEM shall not accept any complaint due to missing information arising from the responsibility of the bidders.

### **2. COMPLAINT OR QUERY TO THE TENDER DOCUMENT**

- 2.1 The entity hosting this tender is CEM. In the event of any doubts on the explanation of the information of tender documents for consultation, any complaint and application for clarification could be sent to CEM in written form according to the time schedule as specified in Clause 19 of this Programme of Tender.
- 2.2 The clarification mentioned in the above clause shall be replied in writing based on the time schedule set in Clause 19 of this Programme of Tender. In case that no reply is made on the last day of the schedule, it could be a reasonable reason to postpone the tender submission date if the applicant of clarification requests so.
- 2.3 A copy of the clarification shall be bound to the tender documents, and shall inform all the interested bidders via CEM website ([www.cem-macau.com](http://www.cem-macau.com)) and in written.
- 2.4 The Bidder is responsible for acquiring the latest information posted on the website before submitting the proposal.
- 2.5 The tender documents are written in Chinese and English languages. However, the Chinese version shall prevail if there is discrepancy between the two language versions.

### **3. TENDER EXPLANATION**

A tender explanation session will be held at Estrada D. Maria II, Edif. CEM – CV4 Integration Workshop starting from 9:30 to 11:00 on 19<sup>th</sup> June, 2025 (Thursday). During the session, CEM will provide detailed explanation concerning the technical and contractual terms of the tender documents.

#### **4. SUBMISSION OF PROPOSAL**

- 4.1 The proposal shall be delivered by the Bidder or his representative in person to Companhia de Electricidade de Macau – CEM S.A. at Estrada D. Maria II, Edif. CEM, Macao (Reception of Ground Floor) no later than 17:00 of 11<sup>th</sup> July 2025 (Friday), and a receipt will be given. Besides, the proposal can also be delivered by registered mail with acknowledgement of receipt to the below address:

Companhia de Electricidade de Macau - CEM, S.A.  
Procurement & Logistic Department  
Estrada D. Maria II, Edif. CEM  
Macao

- 4.2 The deadline of proposal submission specified above is based on Macau office hour.
- 4.3 If the proposal is submitted by mail, the Bidder shall be solely responsible for the event of not acceptance of the proposal due to late submission, and shall not make any complaint.
- 4.4 The Price Proposal (Annex I) and Price Summary (Annex II) provided by the tendering entity shall be completed. Any item without price written will lead to rejection of the proposal. The value of prices shall only be expressed in Arabic numerals (0-9). Other type or form of writing is not allowed, or else the proposal shall not be accepted as well.

#### **5. LOCATION, DATE AND TIME FOR TENDER OPENING**

- 5.1 All proposals and documents shall be opened at Estrada D. Maria II, Edif. CEM - 9th Floor Multifunction Room at 10:00 on 14<sup>th</sup> July 2025 (Monday).
- 5.2 In the case of force majeure, which results in CEM headquarter being temporarily closed, the proposal opening date and time listed above would thus be extended to the following working day at the same time.
- 5.3 Based on the foreseeable effect in accordance with article 27 of the Decree Law no. 63/85/M dated 6<sup>th</sup> July, the Bidders or their legal representative(s) shall attend the tender opening. The authorised representative(s) shall present a notarised power of attorney which shows he/she is authorised to attend the tender opening (Annex XVIII).

#### **6. ADMISSION PREREQUISITE OF BIDDERS**

Bidders must be registered in the Land and Urban Construction Bureau of Macao SAR (DSSCU) for execution of works or, those who have submitted application or renewal before the date of public tender opening and the acceptance of the latter will be subject to the approval of its application or renewal.

#### **7. TYPE OF CONTRACT & FORMAT OF PROPOSAL**

- 7.1 The proposal submitted by the Bidder shall be the lump sum price of providing the whole service.

- 7.2 The Price Proposal (Annex I) and Price Summary (Annex II), in accordance with the sample attached, must be written in one of the official languages of Macao SAR or in English language. Any amendment, insertion between the lines or deletion of words are not allowed. The documents shall only be completed by either using printer or handwriting (except the signature). If printing is used, the printer must be always the same, or, if the documents are handwritten, the same calligraphy and ink must be used, and writing in pencil is not accepted.
- 7.3 The proposal documents shall be signed by the Bidder or his authorized representative. When the documents are signed by the representative, a power of attorney or its certified copy with legal effect should be provided (the certified copy shall be issued within three months before the date of Tender Opening).
- 7.4 Price Proposal must be accompanied by the Price Summary on which it is based.
- 7.5 Any Price Proposal that contravenes the provisions of Clauses 7.2 to 7.4 will not be accepted.

## **8. CONDITIONAL PROPOSAL**

Any submitted proposal which has been modified, or contains omissions, or is incompliant with the terms and conditions of Specifications will not be accepted.

## **9. TENDER BASE PRICE & TENDER SECURITY**

- 9.1 Tender base price: No base price.
- 9.2 Amount of tender security: MOP270,000.00 (Patacas Two Hundred Seventy Thousand)
- 9.3 Tender security should be presented as cash deposit, a cheque/bank draft payable to CEM and drawn on one of the approved banks in Macao SAR, or presented as a bank guarantee of equal value under conditions referred to in Annex VI.
- 9.4 For cash deposit, the Bidder has to come to CEM in person for application.
- 9.5 Bank securities shall be issued by one of the following banks, through their head-offices or representatives in Macao SAR:
- Bank of China Limited, Macau Branch
  - Banco Nacional Ultramarino, S.A.
  - Luso International Banking Ltd.
  - China Guangfa Bank Co., Limited, Macau Branch
  - Banco Comercial de Macau, S.A.
  - The HongKong & Shanghai Banking Corporation Limited, Macau Branch
  - Tai Fung Bank Limited
  - Macau Development Bank Limited
  - Industrial and Commercial Bank of China (Macau) Limited
  - China Construction Bank Corporation, Macau Branch
  - Banco Well Link, S.A.
  - The Bank of East Asia Limited, Macau Branch
- 9.6 The Bidder is allowed to retrieve the cash deposit, the cheque/bank draft, or release the bank guarantee which serve as the tender security for this tender once the Contract is signed with any of the Bidder, or the expiry date of the Proposal has been reached, or that he does not submit the proposal or his proposal is not accepted by CEM.

## 10. PAYMENT SCHEDULE

The material price and installation price of high mast equipment (items 1 & 2 in Price Summary) shall be settled each month, subject to site installation and after they are put in service. The detailed information and related reports of all completed works, shall be submitted to CEM on/before 25<sup>th</sup> of each month for examination and approval; if accepted, an Interim Certificate will be issued by CEM. Taking Over Certificate will be issued by CEM upon completion of the final work.

All payments shall be settled within 45 days from the date of the respective invoices; invoices to be submitted after obtaining the related certificates.

## 11. CONSTITUTION OF DOCUMENTS

11.1 The proposal shall include the following documents:

- a) A declaration provided by the Bidder stating his name, marital status and residential address (Annex III-a). In the case that the Bidder is a company, the declaration shall indicate the company name, address, any affiliate related to the execution of the Contract, names of members of board of directors, names of other persons with power to bear the duty of the company, and the commercial registration related to company establishment and amendments to the constitution (Annex III-b).

In the event of a consortium, it is also required to submit a declaration of incorporation, together with indication of the names of the composition of the consortium and their representatives, the percentage of composition and the members of the directors of the consortium.

The signatures of the above said documents have to be notarised.

- b) A certificate issued by the Financial Services Bureau (DSF) to prove that the Bidder does not owe any tax and duties to the Macao SAR Government (Annex IV). This document has to be issued within three months before the date of tender opening.
- c) A certificate issued by the Social Security Fund (Fundo de Segurança Social, FSS) which proves that the contribution conditions of social security by the Bidder meet the standard (Annex V). This document has to be issued within three months before the date of tender opening.
- d) A certificate proving that the Bidder has paid the Business Registration Tax or has been exempted from such tax for the most recent year (it has to be certified for photocopy submission).
- e) A certificate of tender security presented as specified in clause 9.4, or in the form of a cheque/bank draft, or as a bank guarantee (Annex VI).
- f) A document confirming the registration of the company in the Land and Urban Construction Bureau (DSSCU) or the application or renewal that were submitted before the date of the public tender opening (it has to be certified for photocopy submission).
- g) A declaration by the Bidder stating his commitment to comply with the minimum wages valid in Macao SAR. Alternatively, a list of wages for his employees based on these minimum wages valid in Macao SAR in which the wages cannot be lower than the above said wages can be submitted (signature of the declaration/list has to be notarised)
- h) A declaration by the Bidder with signature notarised declaring that he is committed to the priority of hiring local (Macao SAR) workers once he is awarded the Contract.

- i) A declaration by the Bidder stating his commitment to not adopt materials of qualities not meeting or below the requirements specified in the plans of the Programme of Tender, materials and equipment specified in Specifications once he is awarded the Contract (Annex VII, signature of the declaration has to be notarised).
- j) Documents and information as required in the latest version of "CEM Safety, Health, Environment and Quality Requirements & Responsibilities for Services Suppliers".
- k) A declaration by the Bidder stating his commitment to accept and comply with the "Rules for Integrity and Honesty" set forth by the executive authority (Annex VIII, signature of the declaration has to be notarised). For any violation of the said rules, the awarding entity reserves the right to terminate the Contract, whereupon the Contractor has to be responsible for compensation for all losses resulted therefrom.
- l) A declaration by the Bidder with signature notarised indicating that the Bidder or the bidding company whose current/former partners and current/former members of board of directors have not been sentenced by the court for involvement in acts of active or passive corruption in the exercise of functions in the last five years, supported with relative documents (Annex IX, signature has to be notarised).
- m) A declaration by the Bidder with signature notarised stating that he has not been sentenced by the court or administrative authority to have employed illegal workers, hired workers to perform functions outside the contract or without authorisation in the last five years (Annex X, signature has to be notarised).
- n) A declaration by the Bidder indicating whether or not he has 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 consultations, restricted consultations or tenders of public works) (Annex XI, signature has to be notarised) To immediately revoke the right to participate in direct negotiations, restricted consultations, or open bidding
- o) A declaration confirming responsibility issued by a technician, duly registered according to Administrative Regulation no. 12/2015 (Annex XII, signature has to be notarised).
- p) Organization Chart for the team (Annex XIV)
- q) List of Bidder's staff with individual curriculum and relevant experience.
- r) Proposed Project Schedule (Annex XV)
- s) List and technical documents of equipment & component mentioned
- t) Lists and technical documents of Bidder consumables, materials, machinery, machine tools and portable tools.
- u) Bidder's working Instructions for transportation, removal, lifting and installation of concrete and metallic poles and components.
- v) A list of low voltage electrical equipment installation works (2022 – 2024) completed by the Bidder in Macao SAR (Annex XVI).
- w) A list of minimum 5 -consecutive - years in manufacturing LED road lighting (Annex XVII).
- x) Valid management and quality certifications including ISO9001, ISO14001 and ISO45001 (if any).

y) Other information considered relevant (if any).

- 11.2 The Bidder can submit documents specifying the special conditions of his manpower and documents of any additional obligations he will bear as long as they do not contravene with the terms and conditions set in Specifications in order to guarantee the progress of works and suitability of installation works.
- 11.3 The above documents shall be written in one of the official languages of Macao SAR or in English language.
- 11.4 In the event that the Bidder has submitted false declarations for clause 11.1 l), m) and n), CEM shall report thereon to the Public Prosecutions Office for initiating the criminal litigation procedure.

## **12. SUBMISSION REQUIREMENTS FOR PROPOSAL AND OTHER DOCUMENTS**

- 12.1 The documents as specified in Clause 11.1 a), b), c), d), e), f), g), h), i), j), k), l), m), n), o), p), q), r), s), t), u), v), w), x) and y) shall be wax-sealed (on the closing position) in a closed opaque envelope with the following information labelled on the outside:

“Documents”

Name of the Bidder

“LED High Mast Replacement Project – Phase 1”

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

- 12.2 Proposal documents comprising Price Proposal (Annex I) and Price Summary (Annex II), and documents as specified in clause 11.2 shall be inserted in an envelope with the same conditions as Clause 12.1. The envelope shall be labelled with the following information:

“Proposal”

Name of the Bidder

“LED High Mast Replacement Project – Phase 1”

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

- 12.3 The Bidder shall insert the two envelopes in a third opaque envelope, which named as “Exterior Envelope”, shall also be wax-sealed on the closing position. The envelope shall be delivered by hand to Companhia de Electricidade de Macau – CEM S.A. at Estrada D. Maria II, Edif. CEM, Macao (Reception of Ground Floor) following which a receipt shall be given by CEM, or by registered mail with acknowledgement of receipt to the address mentioned in clause 4.1.
- 12.4 The Exterior Envelope must be labelled with the name of the Bidder and address. It is also required to mention <Proposal for the Public Tender of “LED High Mast Replacement Project – Phase 1” on 14<sup>th</sup> July 2025 (Tender Ref. PLD-CS022/25/99)> under the address.
- 12.5 All documents as enclosed in the proposal shall be indicated with the name of the Bidder or company, so as to provide identification for the documents. In the case that the documents have no information for identification, the documents shall be considered to be not submitted.
- 12.6 The Bidder must submit only one proposal, which is considered to be the best proposal.
- 12.7 In the case of force majeure, which results in CEM headquarter being temporarily closed, the proposal submission date and time listed above would thus be extended to the following working day at the same time.

### **13. VALIDITY OF PROPOSALS**

- 13.1 The period of validity for the proposals will be 90 days, calculated from the date of tender opening. All bidders who have not received the award notification is entitled to retrieve or release the tender security.
- 13.2 If, after a period of validity, none of the Bidder requests for retrieving or releasing of the tender security, it is by tacit consent of the Bidders that the period is extended, until the date on which the first application is made to that effect, but never for more than 60 days.
- 13.3 The release of the tender security mentioned in the above clause shall not lead to the loss of position of the Bidder during tendering, all proposals shall remain in condition to be considered for award of the Contract.

### **14. CLARIFICATION OF THE BIDDER**

- 14.1 Bidders should provide any clarification which is deemed necessary for any document constituting the Proposal to CEM in order to let CEM evaluate guaranteeing the technical performance for the good technical executions of the awarded works, the conditions of price and delivery time or any other conditions which are of the general or partial particular public interest.
- 14.2 During the evaluation stage, if CEM has any doubts about the real economic and financial conditions or technical capacities of any Bidder, CEM can request for any documents or information of accounting nature, or that which is essential for clarifying the doubts, prior to the award of the Contract.

### **15. AWARD OF THE CONTRACT & PERFORMANCE GUARANTEE**

- 15.1 The selected Bidder must submit a performance security within 8 days after receiving the award notification, failing to provide so will lead to the award to be considered void immediately.
- 15.2 Performance security, in the amount of ten percent (10%) of the total awarded contract value, should be presented as cash deposit, a cheque/bank draft payable to CEM and drawn on one of the approved banks in Macao SAR, or presented as a bank guarantee at banks as specified in clause 9.5 (Annex XIII).
- 15.3 As required by law, the charges of the guarantee will be the complete responsibility of the bidders.
- 15.4 In the event that the selected Bidder does not attend for the signature of the Contract at the scheduled date, time and location without reasonable reasons, the award will be considered void immediately and it will lead to loss of performance security.
- 15.5 The selected Bidder is liable for any loss to third parties from the award of Contract, and may transfer this responsibility to any liability insurance policy.
- 15.6 If the amount of compensation for accident exceeds the amount referred to in the above clause, the payment of this difference is the responsibility of the selected Bidder.

### **16. APPLICABLE LAW**

Any omissions in the hereby Programme of Tender shall be governed by applicable laws of the Macao SAR, especially Decree-Law no. 63/85/M dated 6<sup>th</sup> July and Decree-Law No. 122/84/M dated 15 December republished by Law No. 5/2021.

## 17. PROPOSAL EVALUATION

17.1 All proposal documents will be evaluated by an Evaluation Committee. The Evaluation Committee shall perform the evaluation based on the methodology listed in Clause 18. For evaluation purposes, the Committee may, during this juncture, request the bidders to provide additional information and/or clarification.

17.2 CEM reserves the right to decide not to award the Contract to any party under the following conditions:

- a) CEM suspects collusion between bidders;
- b) No proposal document meets the minimum evaluation requirements;
- c) The proposed price(s) of all or the best proposal greatly exceeds the budget estimate for this project.

## 18. PROPOSAL EVALUATION CRITERIA & RESPECTIVE WEIGHTING FACTORS

The evaluation is divided into two phases. The first phase has the nature of elimination. The Bidders can go to the second phase evaluation only if he can comply with the Technical Specification, all requirements in the Tender Specifications, all terms and conditions in the Programme of Tender as well as meeting the compulsory items in the first phase evaluation criteria.

A. First Phase Evaluation Criteria	
A1	Human Resources <sup>(1)</sup> - In the Annex XIV (Organization Chart for the Team), Bidders must completely fill in the information of competent personnel into the tables.
A2	Project Schedule - In Annex XV (Project Schedule), a tentative project schedule must be provided. The duration of the whole project must not exceed 12 months. Bidders must complete the LED High Mast design, manufacture and supply (transport and necessary customs clearance) in less than 3 months.
A3	Experience of the LV electrical equipment installation <sup>(2)</sup> - In Annex XVI, Bidders must have experience (at least one project) of LV electrical equipment installation from 2022-2024 and state in the table (Amount of each project should be over MOP1,000,000.00 and the total amount should be at least MOP1,500,000.00).
A4	Experience in manufacturing LED road lighting - In Annex XVII, Bidders shall provide information of minimum 5 -consecutive - years in manufacturing LED road lighting.
Remarks: (1) Bidders must provide CV of each of the personnel that could prove their qualification and professionalism. In case the qualification of the respective personnel does not match with the requirements set in the Specifications, that personnel will not be counted. Bidders may refer to the Organization Chart for the Team for detailed requirements of the personnel. (2) Bidders must provide proofs for all project experiences listed in the table (such as certificates / letters / written document issued by employer that stated the project nature, amount, start date and completion date etc.). Proofs that could not justify the project nature, project duration and contract amount will not be accepted, and that project experience will not be counted.	

The second phase evaluation will be scored in accordance with the following weighting.

B. Second Phase Evaluation Criteria		Weighting
B1	Price <sup>(1)</sup>	60%



B2	Management and Quality Certifications (ISO9001, ISO14001, ISO45001) <sup>(2)</sup>	10%
B3	Evaluation to the whole solution (Construction Plan, Traffic Impact, Construction Period) <sup>(3)</sup>	30%
Total		100%
Remarks: (1) Price: The Bidder who offers the lowest price will get the highest score; and vice versa. (2) The weighting for each valid certificate is as follows, Bidder who cannot provide any valid certificates will get zero score: a) ISO9001: 4% b) ISO14001: 3% c) ISO45001: 3% (3) The Bidder will be given score in accordance with their proposed solution; Bidder who has more complete solution and more in line with the technical requirement will get a higher score, and vice versa.		

The entity to host this tender shall evaluate the proposals in accordance with the information on the proposals, and the methodology and score weighting as described above.

## 19. ARRANGEMENT OF TENDER SCHEDULE

The tendering schedule is arranged as follow:

- Start Date of Tender: 11<sup>th</sup> June 2025
- Closing Date of Request for Tender Clarification: 23<sup>rd</sup> June 2025
- Last Date of Reply to Tender Clarification: 30<sup>th</sup> June 2025
- Deadline for Tender Submission: 11<sup>th</sup> July 2025 at 17:00
- Date of Tender Opening: 14<sup>th</sup> July 2025 at 10:00

## 20. TERMINATION OR CANCELLATION OF TENDER

The entity to host the tender reserves the right to terminate or cancel the Tender in any phase, or without any reason, without prior notice to any bidder.

## 21. COMPLAINTS

Any complaints regarding the omission or irregularity of procedures related to the invitation to tender must be submitted in writing and mailed, faxed, or hand delivered to CEM:

Companhia de Electricidade de Macau - CEM, S.A.  
Procurement & Logistic Department  
Estrada D. Maria II, Edif. CEM  
Macao

Director of Procurement & Logistics Department

Labelled with “Complaints regarding Tender Ref. PLD-CS022/25/99”

## 22. BRIBES

22.1 If a bidder 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.

22.2 Any attempt by a bidder 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 bidder or person not officially involved with such process may result in the rejection of the Tender.

## **23. 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.

## ANNEX I

### SAMPLE OF DECLARATION

\_\_\_\_\_ *[name, martial status, occupation and residential address, or company and address of bidder]*, has registered at the Land and Urban Construction Bureau of Macao SAR (DSSCU), upon taking note of the objective of the Tender of “LED High Mast Replacement Project – Phase 1” that was announced on the Government Gazette on \_\_\_\_\_ *[day, month, year]* by Companhia de Electricidade de Macau - CEM, S.A., hereby declares that the Contract will be carried out under the conditions set out in the Programme of Tender and Specifications, according to the prices quoted in the Price Summary relating to this proposal, which are an integral part of it, in the total lump sum price of MOP \_\_\_\_\_ *[in numerals and in words]*.

\*It is also declared for the execution of the Contract, the undersigned shall abide by Macau SAR laws and court, as well as to renounce any rights derived from other legal jurisdictions of any other country.

The undersigned also declared to provide the performance security (i.e. 10% of the total contract value) if the Contract is awarded.

Dated this (day/month/year).

Signature \_\_\_\_\_

(Signature(s) shall be officially recognised by a notary)

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.

\* Only applicable to the Bidder who is not a local citizen, or whose headquarter of the company is not set up in Macao SAR.

**ANNEX II**  
**Price Summary**

**1. Supply Material (High Mast)**

SN	Description	Unit	Quantity	Price
<b>1.1</b>	Full set of 20m High Mast (According to Technical Specification NCEM C71-006)	Set	15	
<b>1.2</b>	Full set of 25m High Mast (According to Technical Specification NCEM C71-006)	Set	18	
Total				

\* Shall deliver the material to the warehouse (Taipa or Coloane), the quantities shall be verified by CEM.

**2. Site Installation**

SN	Description	Unit	Quantity	Price
<b>2.1</b>	Transport from CEM warehouse (Taipa or Coloane) to site, installation of High Mast Lamp Pole including the erection and assembly up to 25 meters High Mast Lamp Pole with raising and lowering head frame equipped with LED lanterns each, include all accessories. And removal of High Mast Lamp Pole up to 25m including transport to CEM warehouse.	un	33	

### ANNEX III - a

#### SAMPLE OF DECLARATION (TYPE I)

\_\_\_\_\_ [name], \_\_\_\_\_ [marital status], residing in Macau at \_\_\_\_\_ [address], declares to fully assume the responsibility for the proposal(s) submitted for the public tender launched by Companhia de Electricidade de Macau - CEM, S.A. on \_\_\_\_\_ [day] of \_\_\_\_\_ [month] of \_\_\_\_\_ [year] for the “LED High Mast Replacement Project - Phase 1”, and will execute the Contract and supply all the required materials and equipment in accordance with the technical specifications and quality requirements as specified on the tender document.

The undersigned declares that all documents submitted are valid and true.

Dated this (day/month/year).

Signature \_\_\_\_\_

(Signatures shall be officially recognised by a notary)

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.

### ANNEX III - b

#### SAMPLE OF DECLARATION (TYPE II)

\_\_\_\_\_ *[name of Company]*, with its headquarter located in Macao at \_\_\_\_\_ *[company address]*, with the branches that are related to the execution of the Contract namely \_\_\_\_\_ *[Name of Corporate]*, the director(s) of the executive committee are: \_\_\_\_\_ *[names]*, the other persons entitled with sufficient legal powers to represent it are: \_\_\_\_\_ *[names]*, to set up the company and its amendment to the constitution and statutes registered at the “Conservatória dos Registos Comercial e de Bens Móveis” with the registration number \_\_\_\_\_, \_\_\_\_\_ pages of Book \_\_\_\_\_, declares to fully assume the responsibility for the proposal(s) submitted for the public tender launched by Companhia de Electricidade de Macau - CEM, S.A., on \_\_\_\_\_ *[day]* of \_\_\_\_\_ *[month]* of \_\_\_\_\_ *[year]*, for the “LED High Mast Replacement Project - Phase 1”, and will execute the Contract and supply all the required materials and equipment in accordance with the technical specifications and quality requirements as specified on the tender document.

The undersigned declares that all documents submitted are valid and true.

Dated this (day/month/year).

Signature \_\_\_\_\_

(Signatures shall be officially recognised by a notary)

Attachment: Commercial Registry of the constitution and the amendments.

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.

## ANNEX IV

### Financial Services Bureau (DSF) Evidence Document Template

Certificate No. \_\_\_\_\_

\_\_\_\_\_, Head of Tax Department

Upon being requested by “\_\_\_\_\_”, dated \_\_\_\_\_ of \_\_\_\_\_ of the current year, registered in this Bureau under the number \_\_\_\_\_, which is filed here, that after examining the file of business registration tax and other information that are stored in this Bureau, it is certified that the company named “\_\_\_\_\_”, in English “\_\_\_\_\_”, and in Chinese “\_\_\_\_\_”, located at \_\_\_\_\_, registered under the name of \_\_\_\_\_, and registered in our Department with business registration tax number “\_\_\_\_\_”, owes nothing to the Fiscal Administration of the Macao Special Administrative Region in respect of taxes and duties.

For being true, I instructed the issuance of this certificate which will be signed by the undersigned and authenticated with the embossed seal of this Department.

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

Signature \_\_\_\_\_

Note: This template serves as a reference only; Bidders must apply the certificate from Financial Services Bureau

## ANNEX V

### Social Security Fund (FSS) Evidence Document Template

Certificate No. \_\_\_\_\_

This is to certify that \_\_\_\_\_ *[name of company]*, located at \_\_\_\_\_ *[address]*, employer registration no. of FSS \_\_\_\_\_, has contributed to the Social Security Fund from \_\_\_\_\_ *[month and year]* to \_\_\_\_\_ *[month and year]*. A record of contribution of the company and the number of benefited employees is attached herewith.

This certificate is only for use of tenders of public works.

This certificate contains \_\_\_\_\_ pages, all of which are authenticated with embossed seal and initialled, and must be affixed with tax stamp.

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

Signature \_\_\_\_\_

Note: This template serves as a reference only; Bidders must apply the certificate from Social Security Fund - FSS



**ANNEX VI**  
**TENDER SECURITY (SAMPLE)**

By this Guarantee, we, \_\_\_\_\_ with Head Office at \_\_\_\_\_, at the request of \_\_\_\_\_ (hereinafter called "the Bidder"), are bound unto Companhia de Electricidade de Macau - CEM, S.A. (hereinafter called "CEM") in the sum of **MOP270,000.00** (PATACAS TWO HUNDRED SEVENTY THOUSAND ONLY) required for the admission to the tender for **“LED High Mast Replacement Project – Phase 1”**, 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 Bidder, 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 Bidder's offer or, should the Contract be awarded to the Bidder, until its replacement by the Performance Security for the Works.

This guarantee is governed by the laws and regulations of Macao SAR.

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

**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.**

## ANNEX VII

### SAMPLE OF DECLARATION

\_\_\_\_\_ *[Name]*, \_\_\_\_\_ *[Marital Status]*, residing in Macau at \_\_\_\_\_ *[Address]*, legal representative of \_\_\_\_\_ *[name of Company]*, hereby declares that materials of qualities not meeting or below the requirements as specified in the related plan of the Programme of Tender, materials and equipment specified in Specifications will not be used in the execution of the Contract of “LED High Mast Replacement Project – Phase 1”.

Dated this (day/month/year).

Signature \_\_\_\_\_

(Signatures shall be officially recognised by a notary)

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.

## ANNEX VIII

### SAMPLE OF DECLARATION

\_\_\_\_\_ *[Name]*, \_\_\_\_\_ *[Marital Status]*, residing in Macau at  
\_\_\_\_\_ *[Address]*, legal representative of  
\_\_\_\_\_ *[name of Company]*, hereby declares that during the execution of the  
Tender and Contract "LED High Mast Replacement Project – Phase 1", he/she accepts and complies strictly  
with the “Rules for Integrity and Honesty” as listed below:

1. Contractors, their shareholders and employees should strive not to commit any act of corruption and bribery; if the contractors suspected infringements of their staff in crimes of corruption and bribery, they must report immediately to the Commission Against Corruption (CCAC) of the Macao SAR.
2. When the contractors, their shareholders and employees deal with staff of Companhia de Electricidade de Macau – CEM, S.A. (henceforth referred to as CEM) for business purposes (especially during tendering process or the execution of Contract), they cannot offer any benefits or hospitality for CEM staff or their family members, unless the hospitality is consumable on site and is according to traditional custom (for example supply of drinks to the site inspectors), and / or for the fulfillment of contractual obligations.
3. During the tendering process and execution of the Contract, if it appears there is existence of intimate relationships between the contractors themselves, their shareholders and employees, and CEM staff responsible for the work [eg, spouses or cohabitants, lineal relatives or collateral relatives or relatives by marriage (parents, children, sons-in-law, daughters-in-law, siblings, brothers-in-law, sisters-in-law etc.)], or partners of common interests (for example, business partners or debt or credit of above thirty thousand patacas), or at severe enmity (for example, a private prosecution is taking place), contractors are obliged to report the fact immediately to CEM in writing.
4. In the event of the existence of relationships of interests between the contractors and supervising entities (for example, a transaction is taking place between themselves, or are parent company and subsidiary, or ancillary or partners), contractors are obliged to report this fact immediately to CEM actively written.
5. After the hiring of subcontractors, contractors will have to deliver the information of subcontractors immediately to CEM; in addition, contractors will have to admonish subcontractors against the commitment of any act of corruption and bribery.
6. In case of any suspicion of the contractors on subcontractors or pieceworkers for involvement in any act of corruption and bribery, contractors must report the case immediately to CCAC.

7. If the contractors, their shareholders, subcontractors and employees violate the above terms, the awarding entity is entitled to terminate the Contract and the contractors will be responsible for any expenses arising therefrom.

The awarding entity will have the right to terminate the Contract for any infringement of the above terms. We are liable for any compensation arising therefrom.

Dated this (day/month/year).

Signature \_\_\_\_\_  
(Signatures shall be officially recognised by a notary)

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.

## ANNEX IX

### SAMPLE OF DECLARATION

\_\_\_\_\_ *[Name]*, \_\_\_\_\_ *[Marital Status]*, residing in Macao at  
\_\_\_\_\_ *[Address]*, is the owner of the company or its legal representative of  
\_\_\_\_\_ *[name of company]*/legal representative of \_\_\_\_\_ *[name of company]*, for all intents and purposes, hereby declares that he, or the current / former shareholders and current / former members of executive committee have not been sentenced by the court due to involvement in acts of active or passive corruption during services in the last five years.

Dated this (day/month/year).

Signature \_\_\_\_\_  
(Signatures shall be officially recognised by a notary)

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.

**ANNEX X**  
**SAMPLE OF DECLARATION**

\_\_\_\_\_ *[Name]*, \_\_\_\_\_ *[Marital Status]*, residing in Macao at  
\_\_\_\_\_ *[Address]*, is the owner of the company or its legal representative of  
\_\_\_\_\_ *[name of company]*/legal representative of \_\_\_\_\_ *[name of  
company]*, declares that he has not been sentenced by the court or any administrative authority to have  
employed illegal workers, hired workers to perform functions outside the contract or without authorisation in  
the last five years.

Dated this (day/month/year).

Signature \_\_\_\_\_  
(Signatures shall be officially recognised by a notary)

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.

**ANNEX XI**  
**SAMPLE OF DECLARATION**

\_\_\_\_\_ [Name], \_\_\_\_\_ [Marital Status], residing in  
Macao at \_\_\_\_\_ [address], is the owner of  
\_\_\_\_\_ [company] or is the legal representative of  
\_\_\_\_\_ [company], hereby declares the bidder has / 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 consultations, restricted consultations or tenders of public works) , for a period  
of \_\_\_\_\_ years \_\_\_\_\_ months.

Dated this (day/month/year).

Signature \_\_\_\_\_  
(Signatures shall be officially recognised by a notary)

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.

**ANNEX XII**  
**SAMPLE OF DECLARATION**

\_\_\_\_\_  
[Name], \_\_\_\_\_ [Marital Status], residing in  
Macao at \_\_\_\_\_ [address], legal representative of  
\_\_\_\_\_  
[company], registration no. \_\_\_\_\_, hereby declares  
that during the execution of Contract for “LED High Mast Replacement Project – Phase 1”, he will follow  
strictly the related regulations as specified in the tender documents so as to guarantee the safety and health of  
the workers and the surroundings (including the general public), as well as to bear all technical responsibilities.

Dated this (day/month/year).

Signature \_\_\_\_\_  
(Signatures shall be officially recognised by a notary)

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.



## ANNEX XIII

### PERFORMANCE SECURITY (SAMPLE)

By this Guarantee, we, \_\_\_\_\_ with Head Office at \_\_\_\_\_, at the request of \_\_\_\_\_ (hereinafter called "the Contractor"), are bound unto Companhia de Electricidade de Macau - CEM, S.A. (hereinafter called "CEM") in the sum of **MOP** \_\_\_\_\_ (PATACAS \_\_\_\_\_ ONLY), being ten percent (10%) of the contract value, for which payment the Bank binds itself, its successors and assigns by these presents.

Whereas CEM has awarded the Contractor the contract for **“LED High Mast Replacement Project – Phase 1”**

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 end of 2-year Defects Liability Period.

This guarantee is governed by the laws and regulations of Macao SAR.

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

**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.**

## ANNEX XIV

### Organization Chart for the Team

All fields must be filled in completely and all personnel shall not overlap with other teams required in this contract nor any other existing contracts with CEM.

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.

Management Team 管理團隊			
Position 職位	Name 名字	ID Card Number* 身份證號碼*	Mobile Number 手機號碼
Contract Manager 合同經理			
Project Engineer/ Coordinator 項目工程師/協調員			
Other Contact 其他聯絡人			

Site Facilities Installation Team 1 現場設備安裝團隊 1				
Position 職位	Name 名字	ID Card Number* 身份證號碼*	OHS Card Number 職安卡號碼	Expiry Date 到期日
Team Leader 1** 隊伍負責人 1				
Team Leader 2** 隊伍負責人 2				
Number of Workers (Compulsory manpower) 員工人數 (必需之人員)		4	Confirmed ( Y / N ) 確認 ( 是 / 否 )	
Number Additional Team Leaders 附加隊伍負責人人數			Number Additional Workers 附加員工人數	
Site Facilities Installation Team 2 現場設備安裝團隊 2				
Position 職位	Name 名字	ID Card Number* 身份證號碼*	OHS Card Number 職安卡號碼	Expiry Date 到期日
Team Leader 1** 隊伍負責人 1				
Team Leader 2** 隊伍負責人 2				
Number of Workers (Compulsory manpower) 員工人數 (必需之人員)		4	Confirmed ( Y / N ) 確認 ( 是 / 否 )	
Number Additional Team Leaders 附加隊伍負責人人數			Number Additional Workers 附加員工人數	

\* First 6 digits

Remarks: Related CV and proofs of qualifications shall be submitted with the chart for all the personnel stated above.

Manpower Requirement:

Contract Manager	Need to respond any requirement from CEM in one hour.	At least 5 years experience of LV electrical equipment.
Project Engineer/ Coordinator	Need to respond any requirement from CEM in one hour.	At least 2 years experience of LV electrical equipment.
Site Facilities Installation Team	2 Team at the same time; Each team 1 Leader + 3 workers;	At least 3 years experience of LV electrical equipment installation.

## ANNEX XV

# Project Plan and Schedule

1. Bidders shall provide project plan as follow:
  - a) Construction Plan, include Construction Period, Implementation Plan, Lifting plan and Job Hazard Analysis.
  - b) Traffic Impact.
2. Bidders shall provide tentative project schedule with details mentioned as follow:
  - a) Design period.
  - b) Manufacturing period, which includes factory acceptance tests.
  - c) Supply period, which includes transportation and necessary custom clearance from country of origin to Macau.
  - d) Installation, testing and commissioning period, which the High Mast is fully operational.

## ANNEX XVI

### Experience of the LV electrical Equipment installation from 2022-2024

Item#	Project Name	Project Owner	Start Date	End Date	Project Amount of Electrical Equipment Installation part (MOP)		
					500k ~ 1 Million	1 Million ~ 3 Million	> 3 Million
Total Amount*:							

#The project amount of each item in list shall be over MOP1,000,000.00, each item shall provide related proof.

\* The total amount shall be at least MOP1,500,000.00.

**ANNEX XVII**  
**SAMPLE OF DECLARATION**  
**FOR THE EXPERIENCE IN MANUFACTURING LED ROAD LIGHTING**

\_\_\_\_\_ (Name), \_\_\_\_\_ (Marital Status), residing in Macau at  
\_\_\_\_\_ (Address), owner of commercial entrepreneur or its legal representative of  
\_\_\_\_\_ (name of Entrepreneur)/legal representative of \_\_\_\_\_ (Name of the  
Company), for all intents and purposes, hereby declare that the manufacturer of LED road lighting has  
experience in manufacturing LED road lighting for 5 consecutive years or above.

Date: [day/month/year]

Signature and Company Stamp: \_\_\_\_\_ \*

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

\* Signatures shall be officially certified by a notary.

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

## ANNEX XVIII

### TENDER OPENING PARTICIPANTS FORM (Sample)

To: Companhia de Electricidade de Macau – CEM S.A.

It is to inform that the following personnel:

	Name	ID Card Number (First 6 digits)
1.	_____	_____
2.	_____	_____
3.	_____	_____

will be representing our company \_\_\_\_\_, with Head Office located at \_\_\_\_\_, to participate in the Tender Opening for “LED High Mast Replacement Project – Phase 1” at 10:00 of 14<sup>th</sup> July 2025.

Bidder: \_\_\_\_\_

Authorized Signature\* / Company Stamp: \_\_\_\_\_

Date:

\*Signatures shall be officially recognised by a notary

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.

## “LED High Mast Replacement Project – Phase 1”

### III. SPECIFICATIONS



## **A. GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. GENERAL CLAUSES**

#### **1.1 Objective of contract**

- 1.1.1 The objective of this contract is the engineering implement, material supply and services necessary for the integral execution of the jobs of **LED High Mast Replacement Project – Phase 1** according to the Price Summary attached, to be carried out within 1 year in the whole territory under the jurisdiction of Macao SAR according to work tasks and schedule.
- 1.1.2 After Taking Over, it shall mark the commencement of the Defects Liability Period (DLP) (2 years).
- 1.1.3 The Contractor is bound to carry out, by himself, and at his own risk, within the set period for each case, all the jobs, eventually followed by details of the project when necessary. The Contractor shall weekly report the progress to CEM and submit the schedule of next week.

#### **1.2 Parties of the contract. Their representation**

- 1.2.1 The parties in the contract are the Companhia de Electricidade de Macau - CEM, S.A., in this case called CEM, and the Contractor.
- 1.2.2 The Inspector will represent CEM in the job location, which will be the regular interlocutor of the Contractor to solve and advise on questions relating to the contract jobs.
- 1.2.3 The Contractor will appoint a representative with complete power to solve the majority of the problems relating to the execution of the contract, whose replacement can be demanded by CEM under reasonable grounds.

#### **1.3 Responsibility of the Contractor. Guarantee.**

- 1.3.1 When requested to carry out a contract job, the Contractor will be responsible for its execution and maintenance during the period of guarantee, in accordance with the codes of practice and other contractual clauses.
- 1.3.2 Until the final taking-over of each contract job, the Contractor will carry out, by himself, any possible necessary repair work, or correction of errors and deficiencies in the execution of the job, or materials applied.
- 1.3.3 CEM can demand demolition to find out about possible deficiencies, the Contractor being responsible for the expenses if proved to be correct or CEM being responsible if on the contrary.

- 1.3.4 CEM will never accept any damage to the assets (equipment, property, environmental resources, labour, public image, etc.), under the responsibility of the Contractor, or third parties, even in cases of force majeure, and the Contractor shall be liable to those damages.
- 1.3.5 All fines levied by the Official Entities, resulting from negligence on the part of the Contractor, in the carrying out of work belonging to the contract, are the responsibilities of the Contractor.
- 1.3.6 All the necessary licenses for erection of the building site, the temporary installation and supply of water, as well as consumption, will be requested, and the respective cost borne by the Contractor.
- 1.3.7 To guarantee the complete execution of the contractual obligations and the repetition of works which have not been accepted by CEM, the Contractor will present a cash deposit guarantee (cheque/bank draft payable to CEM and drawn on one of the approved banks in Macao SAR), without interest, or present a bank guarantee given by a Bank accepted by CEM, taking on all the costs incurred.
- 1.3.8 The contractor shall be liable to indemnify for any losses to CEM caused by the contractor. Neither the effecting of insurance nor the approval of any such insurance by CEM shall limit any liability or obligation of the contractor under the contract.
- 1.3.9 The contractor has the obligation to employ personnel of local (Macao SAR) residents unless approved by the Macao SAR Government with special reasons.
- 1.3.10 When the construction is near natural gas network, it is the responsibility of the contractor to apply all the necessary licenses, including all kinds of application procedures and coordination etc. until the corresponding licenses are issued by the Macao SAR government.

## **1.4 Insurance**

### **1.4.1 Presentation of Insurance Policy**

The Contractor shall arrange the insurance as stated below and deliver to CEM, within 8 (eight) days from signature of the contract, a copy of the full set of insurance policy and all its respective receipts.

The Contractor cannot initiate any contract job without previously presenting to CEM the said documents.

### **1.4.2 Insurers**

CEM only accepts Insurance Policy arranged with insurance companies registered in Macao SAR.  
A list of the registered insurers accepted by CEM is shown below:

**CEM Accepted Insurers List**

- AIG Insurance Hong Kong Limited (Macao Branch)
- Asia Insurance Company Ltd.
- MSIG Insurance (Hong Kong) Ltd.
- China Taiping Insurance (Macao) Company Limited
- Luen Fung Hang Insurance Company Ltd.
- Macau Insurance Company Ltd.
- QBE General Insurance (Hong Kong) Ltd.
- Chubb Insurance Macau Limited
- Fidelidade Macau- Insurance Company Limited
- Berkshire Hathaway Specialty Insurance Company
- AXA General Insurance Hong Kong Limited

1.4.3 Insurance Requirement & Coverage

1.4.3.1 Contractor's All Risks Policy

This policy shall include loss of or damage to CEM's assets and third party liability during the carrying out of the work.

Insured Name:

Companhia de Electricidade de Macau, S.A. (as Principal) and (Contractor's Full Company Name)  
(as Main Contractor) and all its Sub-contractors (as Contractor)

Limit of Indemnity:

Seven Million Patacas (**MOP7,000,000.00**) for any one accident and unlimited for the whole period of Indemnity

Period of Insurance

Contract validity

Description:

Installation and Maintenance Service of electrical networks over the whole territory under the jurisdiction of Macao SAR which shall include the works of "LED High Mast Replacement Project – Phase 1".

Extension clauses to be included:

Accidental Pollution Cover; Motor Liability at Site/Private Areas; Primary Insurance; Waiver of Subrogation against Insured Parties; Cross Liability Clause; Vibration or Weakening/Removal of Support Clause; Principal Property Extension Clause; Strikes, Riot and Civil Commotion Clause.

1.4.3.2 Transportation Insurance Policy

This policy shall be on "all risks" basis which shall cover loss of or damage to the Insured properties during transportation on door-to-door basis including loading and unloading.

Insured Name:

Companhia de Electricidade de Macau, S.A. (as Principal) and (Contractor's Full Company Name) (as Main Contractor) and all its Sub-contractors (as Contractor)

Amount Insured:

One Million Five Hundred Thousand Patacas (**MOP1,500,000.00**)

Period of Insurance:

Contract Validity

Description:

This policy covers loss of or damage to the Insured properties caused by all risks of all direct physical loss including but not limited to accidents, robbery, burglary, theft, fire and lightning, explosion, typhoon, windstorm, riot & strike and malicious damage whilst in transit from warehouse or designated locations to the appointed construction sites or other predetermined destinations and vice versa.

Extension clauses to be included:

Automatic Reinstatement of Sum Insured Clauses

1.4.3.3 Vehicle Insurance

The Contractor shall maintain enough insurance for any vehicles involved in the work in accordance with Decree-Law No. 57/94/M dated 28 November.

#### 1.4.3.4 Employees' Compensation

The Contractor shall maintain enough insurance against his responsibility to compensate his workers in accordance with Decree-Law No. 40/95/M dated 14 August.

This policy shall cover work accidents and professional illnesses for the Contractor's and/or its sub-contractors' employees.

#### Extension Clause - Indemnity to Principal Clause

It is hereby understood and agreed that this policy is extended to indemnity CEM (hereinafter called the principal) against liability at law (including liability under the legislation set out in the schedule) in like manner to the insured (The Contractor) but only so far as concerns the liability of the principal (CEM) to employees of the insured (The Contractor) engaged in connection with a contract undertaken by the insured for the principal (CEM).

### **1.5 CEM Safety, Health, Environment and Quality Requirements & Responsibilities for Contractor**

1.5.1 The Contractor shall comply with all safety and security regulations in force in CEM, specifically the latest version of “Health and Safety Manual For CEM Contractors” – Appendix I, as well as with all applicable safety laws and standards in force in Macao SAR.

1.5.2 The Contractor shall comply with the requirements stated in the latest version of “CEM Safety, Health, Environment and Quality Requirements & Responsibilities for Services Suppliers” – Appendix II

#### 1.5.3 Reporting and Investigation of Near Misses and Accidents

Any accident/incident happens during the execution of works should be immediately report to the inspection.

##### A. Incident Investigation

The incident investigation has the following objectives:

- Understanding what caused the incident

- Preventing a similar incident from happening again

Depending on the nature, complexity or consequences of the incident, an investigation may be carried out to identify the truth and understand the circumstances of its occurrence as well as the “roots causes” in order to avoid recurrence in the future. Investigation shall be compulsory in the following situations:

- Critical incidents/accidents or crisis situations;
- Death, near miss death risk or serious injury of any person;
- Loss or damage arising from the incident are estimated to be worth more than MOP20,000;
- Whenever the incident root cause is not identified in the written notification.

The incident investigation shall be conducted as soon as possible after the occurrence in order to ensure its success as in some cases witness testimony is crucial to the successful investigation. Whenever possible, the scene of the incident shall be preserved in order to facilitate the reconstitution of events.

B. The incident investigation shall consist of:

- Gathering and organizing data
- Analyzing the data to determine causal factors
- Identifying root causes of the event
- Elaborating on effective recommendations
- Writing incident investigation report

C. Incident Investigation Report

Once the investigation has been completed, an Investigation Report must be issued with the purpose to record all information collected during the investigation for future reference, and to prove duty of care for any external parties, such as Government or the Insurer. The Investigation Report shall be submitted within one week of the occurrence of the incident or as otherwise determined, depending on the incident complexity and severity, and potential involvement of third parties. The Incident Report should consist of the following parts:

Description of the incident	<ul style="list-style-type: none"> <li>• Where and when the incident occurred;</li> <li>• Who and what were involved and/or affected;</li> <li>• Operation personnel and other witnesses;</li> <li>• Sequence of events;</li> <li>• Extent of injuries, losses and damages;</li> <li>• Incident type.</li> </ul>
Incident analysis	<ul style="list-style-type: none"> <li>• Casual factors (e.g. human error, equipment fault, etc);</li> <li>• Root factors (e.g. equipment design process, procedures, supervision, standards and policies, training, communication practices, maintenance practices, etc).</li> </ul>
Recommendations	<p>Corrective/preventative actions that may include the following but not limited to them;</p> <ul style="list-style-type: none"> <li>• Repairing and/or replacing the unsuitable condition(s);</li> <li>• Designing or engineering a new process;</li> </ul>
	<ul style="list-style-type: none"> <li>• Re-designing the causes of the unsafe condition(s);</li> <li>• Providing training for the worker(s) involved and/or other as appropriate;</li> <li>• Drafting new procedures.</li> </ul>
Action Plan	<ul style="list-style-type: none"> <li>• Recommended corrective/preventative actions;</li> <li>• Priorities and due dates;</li> <li>• Estimated costs (as appropriate).</li> <li>• Responsible parties for implementing recommendations.</li> </ul>

The Investigation Report has to be submitted to CEM.

## **2. EXECUTION AND TAKING-OVER OF CONTRACT JOBS**

### **2.1 Projects for execution**

- 2.1.1 The details of the Project, presented in the Tender Documents, represent profile-types and are only for information; they do not restrict the nature and extent of the work.
- 2.1.2 CEM reserves the right to introduce into the projects, at any time, modifications due to the circumstances or thought to be convenient.
- 2.1.3 During the course of the works, and in the event of the Contractor needing any detail missing from the project, he must request clarification from the Inspection beforehand, to avoid delays.

2.1.4 The contractor shall assign dedicated person to take actual project order from CEM office. Arrange teams to prepare the installation, replacement and execution (include the High Mast replacement), evaluate the result of design, apply the necessary license and documents according to the plan.

2.1.5 In the event that is necessary to apply any DSAT licenses for the sake of high mast replacement, the contractor shall provide the related administrative service dedicatedly at CEM office.

## **2.2 Period for the execution and co-ordination of works**

2.2.1 Each contract job must be started according to pre-defined schedule with the exception of:

- a) Recognized impossibility;
- b) Convenience for CEM;
- c) Fault happens that needs emergency fault handling etc. around the planned location which could not execute the original plan;
- d) Natural disaster or other critical accident.

In cases referred in items a), b) and c), CEM and the Contractor, by mutual agreement, will determine the period for the execution of the referred job, which will automatically count from the time of reception, by the Contractor.

2.2.2 In the event that an agreement with the Contractor regarding the period of execution for a specific job is not possible, CEM reserves the right to determine the referred period unilaterally, taking into consideration the particular conditions of the job.

2.2.3 All working and non-working days, are counted during the period of execution.

2.2.4 When the Contractor asks for an extension of the period of execution, with justified reasons, he must request it in writing to the Inspection, setting out the reasons for his request.

2.2.5 If CEM proposed any modifications during the course of a job, the Contractor can request for extension of work completion. CEM will only accept the request for extension if the Inspection considers such modifications caused delays to the progress of the works.

2.2.6 Any delays caused by negligence or lack of organization of the jobs on the part of the Contractor, or any of his sub-Contractors, will be the Contractor's sole responsibility.

2.2.7 Delays caused by bad climatic conditions will be sufficient reason for the extension of the period of execution, if confirmed by the Inspection.



- 2.2.8 CEM reserves the right to authorize the execution of any type of works defined in the contract, to anyone she chooses.
- 2.2.9 At the job location, without prior authorization by the Inspection, no work can be carried out outside the prescribed working hours. The Inspection can reject the request when such work demands. Under such circumstances, no adequate assistance can be guaranteed. The official working hours are from 8:00 am to 5:30 pm.

### **2.3 Installations**

- 2.3.1 The Contractor is obliged to build, by himself, all necessary installations to carry out the contract jobs. Their location must be approved by CEM.
- 2.3.2 The Contractor shall be responsible to maintain the order of the site and place all the materials in clear, tidy and safe conditions, for all of its installations.

### **2.4 Organization and Personnel of Contractor**

- 2.4.1 All works, which have to be carried out by the Contractor, must be managed by one or more technicians of recognized competence and accepted by the Inspection.
- 2.4.2 For the purpose of works clarification, evaluation of the schedule and receiving instructions, the Contractor's appointed technicians, shall be at the site daily to ensure the job progress.
- 2.4.3 It is the exclusive responsibility of the Contractor to deal with all the obligations in connection with the labours in the Contract Jobs. However, the Inspection have the right to order the replacement of workers whom they considered do not have sufficient professional education or that their staying at the work site is thought to be inconvenient for good discipline and/or steady carrying out of the work by others.
- 2.4.4 ALL the involved employees working for this contract shall hold valid "Occupational Safety Cards" issued by DSAL (The Labour Affairs Bureau); it is compulsory to submit the information of these cards to CEM with the submitted proposal for this tender.

- 2.4.5 To optimize the site arrangement and coordination, strengthen the site management, the contractor shall assign dedicated person to assist the coordination of the traffic and citizen passing by, reducing the impacts to citizens.

## **2.5 Protection and Signals**

- 2.5.1 All the work areas, material storage, equipment and, generally, all obstructions, must be duly protected and signalized as set out by the official entities, so that accidents can be prevented.
- 2.5.2 The use of correct and adequate traffic signs is compulsory when executing works on public roads.
- 2.5.3 The day and night signals will be taken care of by the Contractor, under the conditions set down by the Inspection or by the official entities supervising the public roads where the jobs are being carried out.
- 2.5.4 The protection and signals used must be maintained until the works are completed.
- 2.5.5 No work will be carried out under any circumstances without protection and signals, and the consequences resulting from the absence of them are the entire responsibility of the Contractor. Consequently, any accidents, which occur in the works area, due to lack of protection and signals, are the entire responsibility of the Contractor.
- 2.5.6 If it is necessary to occupy the traffic lanes or affecting the traffic temporarily, the Contractor must hold a license for establishing or placing temporary traffic sign, and to set up the temporary traffic sign according to the requirements of the Transport Bureau. If violated, the Contractor will be penalized according to the items of Section 3.2.7.

## **2.6 Materials, Machine Tools and Portable Tools**

- 2.6.1 The supply and use of machines, equipment, instruments, tools and any necessary tools for the effective execution of works is part of the responsibility of the Contractor, unless violating the terms set in the contract document.
- 2.6.2 Approved machine tools shall conform to international safety standards.
- 2.6.3 Portable tools selected for the job shall be appropriate tools.
- 2.6.4 All machine tools shall have risk assessment conducted prior to use, to ensure it is acceptable and are at minimum risks, with appropriate and effective controls.
- 2.6.5 All dangerous parts of machines shall have protective device, avoid the danger caused by moving parts and high temperature.
- 2.6.6 An inventory for all machine tools and portable tools should be developed and kept available for use at any time.

- 2.6.7 Inspections records of machine tools, manufacturers' certification, instructions manual and maintenance records should be kept available for reference at any time.
- 2.6.8 To carry out public lighting works, the contractor is responsible to ensure that appropriate lifting equipment is used, an inventory is maintained, regular inspections records are kept, and ensuring that all people involved in the lifting operations are competent.
- 2.6.9 The Contractor will be fully responsible for all the equipment, materials, machine tools and portable tools supplied by him.
- 2.6.10 The safekeeping and maintenance of the materials and equipment supplied by CEM will be the entire responsibility of the Contractor, from the moment they are delivered to him until taking-over, with no additional cost.
- 2.6.11 The Contractor must request the necessary materials and equipment, which are to be supplied by CEM, from the Inspection.
- 2.6.12 The delivery of these supplies shall be made through copy of the "store material reservation" issued by the Inspection and handed over to the warehouse by the Contractor.
- 2.6.13 The materials and equipment supplied by CEM shall be first delivered to CEM warehouse and demanded by the Contractor from CEM, unless otherwise stated in the Technical Specification.
- 2.6.14 Pick up of these supplies at CEM's warehouses shall be carried out in accordance with the delivery dates given by the Inspection and shall be the entire responsibility of the Contractor. The possible delays in the completion of the contract job due to the non-collection of the supplies in due time are the entire responsibility of the Contractor.
- 2.6.15 Any delay in the supply of equipment or materials on CEM's part must be immediately communicated in writing by the Contractor. In the absence of this information, CEM will not be responsible for these delays.
- 2.6.16 Transport to job location of the equipment, materials, tools, instruments, etc., supplied and used by the Contractor, will be on his account and his own responsibility. The Contractor shall be responsible to transport the equipment and materials supplied by from the pickup location.
- 2.6.17 All loading and unloading operations of the equipment and materials which were transported by the Contractor at the job location shall be responsible by him.
- 2.6.18 All works related to the contract, equipment and material installation at work site, regardless of whether supplied by the Contractor, shall bear full responsibility.
- 2.6.19 The Contractor shall be responsible to the removal and transport of the equipment and materials from the job location of the scraps, residues, empty drums etc. relating to the works of his contract job, even if supplied by CEM. Under the circumstances that the equipment and material must be

returned to the warehouse, the Contractor must at the same time provide a return note issued by the Inspection for the material/scrap/recycled material.

- 2.6.20 If the Contractor did not carry out the removal within the specified period set by the Inspection, he shall handle it by himself at his own expense.

## **2.7 Inspections and Control**

- 2.7.1 The management and supervision of the works or supplies will be carried out by CEM or Consultant designated by CEM, through their representatives appointed for this purpose, named in short as “Inspection”.

- 2.7.2 The Inspection will supervise the completion of the contract on-site and will co-ordinate the activities of the parties in the carrying out of the jobs.

- 2.7.3 The tasks of the Inspection are, namely:

- a) To check the implementation of the job;
- b) According to the site condition, check all the details and procedures of execution related to work area, the required materials to be used, and the details of the project;
- c) To approve the materials and related methods that can be used;
- d) To monitor the project progress according to the schedule;
- e) To inform the Contractor of any alterations/planning alterations made by CEM to the works, throughout the whole contract period until the project is completed;
- f) To issue the “Store Material Reservations” which allow the Contractor to pick up the equipment and material in CEM’s warehouses;
- g) To inform CEM and advise about the work progress; weekly meeting with CEM at CEM building; monthly submit progress report, which shall include the completed/postponed mission of latest month and planned mission of following month.
- h) To order the suspension of activities which develop with disrespect to the legal proceedings and safety conditions, to the codes of practice and to the contractual clauses.
- i) To determine and, if necessary, arrange the removal and transport of the residues.

When deemed necessary, CEM can summon the Contractor’s “Responsible Technician” or his representative to meetings.

- 2.7.4 The actions of the Contractor to the Inspection, such as complaints, proposals, clarifications and others are only legally valid when presented in the form of a written document.

- 2.7.5 The actions of the Inspection do not diminish the responsibility of the Contractor relating to the good execution of the work, except for that expressly determined by the Inspection himself, and

against the will of the Contractor. To be effective, this decision can only be invoked when put in writing; the Contractor in such case will be able to demand such action.

- 2.7.6 All the orders given to the representatives of the Contractor by the Inspection will have the same importance as the ones given to the Contractor himself.

## **2.8 Taking-over of Contract Jobs**

- 2.8.1 The Contractor must perform all the work requirements defined in the contract before taking-over.
- 2.8.2 Inspection for official purposes of taking-over will be carried out by the Inspection in the presence of the Contractor or his representatives.
- 2.8.3 If, due to any deficiencies found, the work is not in condition to be accepted, an official document will be written, pointing out the faults and the defects, and will establish a suitable period for its correction.
- 2.8.4 If at the end of this period the corrections have not been carried out or if they had not fully amended the deficiencies found, CEM can carry them out in a way they consider most convenient, deducting the charges from the amount still to be paid to the Contractor.
- 2.8.5 Once it has been checked by the Inspection that the work carried out is in accordance with the contract, a Taking Over Certificate will be issued by CEM. This document will be considered as the official document of taking-over, and the Defects Liability Period, which will be **2 years**, will be counted as from that date.
- 2.8.6 The Contractor is equally responsible for the damages and repairs, which, possibly, result from faulty execution of the work or due to defective quality of materials used.
- 2.8.7 In accordance with Clause 2.8.5 above, if on the day of the end of the Defects Liability Period, the Contractor did not receive any claims or request by CEM or by official entities, CEM will issue the Defects Liability Certificate which is the proof of final taking over.

## **3. PAYMENT TO THE CONTRACTOR**

### **3.1 Prices**

- 3.1.1 The prices to be used are those referred in the Price Summary, which is an integral part of this contract.
- 3.1.2 The doubts or disagreements regarding the application of prices cannot, in any case, justify the delay of carrying out of the work, services or supplies.

### 3.2 Penalties

CEM will give a written notice when applying penalty.

- 3.2.1 For non-compliance of any contractual clause, CEM will notify the Contractor with a **written warning**.
- 3.2.2 For the accumulation of three **warnings**, a penalty of MOP20,000.00 will be deducted from the contractual price where **the third warning occurred**.
- 3.2.3 Any non-compliance with standards and procedures that can be a non-fulfillment of Safety or Environmental legislation, CEM internal rules, manpower or equipment will be penalized with a **written warning**.
- 3.2.4 If from the non-compliance with standards and procedures that can be a non-fulfillment of Safety or Environmental legislation result an environmental accident/incident which has impact on third party and/or on the surrounding public areas and/or CEM image, CEM has the right to immediately interrupt the works and to terminate the contract. CEM has also the right to be reimbursed of the total amount required to re-establish the situation, repair the damage and put the equipment in service and a penalty of **10%** of the total contract price will be applied. If the damage on CEM exceeded the penalized amount, CEM reserves the right of reimbursement.
- 3.2.5 If the Contractor exceeds the established period when executing any jobs according to this contract, the Contractor is liable, until the end of the work, to the following fines, per week of delay:  
**2%** (two per cent) of the total contract price in the first week of delay;  
In each of the subsequent weeks of delay the fine will be **1%** (one per cent) per week until the penalty amount reaches the maximum of **10%** (ten per cent) of the total contract price.  
Any penalty applied to the Contractor by CEM will be communicated to the Contractor in writing, with acknowledgment of receipt.
- 3.2.6 If the Contractor damages CEM facilities, regardless of whether the works are for CEM or for other entities, the following penalties, together with the maintenance fee in addition to that, shall be applied:

a)	High Voltage Network or Facilities	MOP 500,000.00
b)	Medium Voltage Network or Facilities	MOP 300,000.00
c)	Communication Network or Facilities	MOP 200,000.00
d)	Low Voltage Network or Facilities	MOP 50,000.00
e)	Public Lighting Network or Facilities	MOP 10,000.00

Besides the abovementioned compensation amount, the Contractor shall be responsible for the replacement/repair of such loss/damage.

- 3.2.7 The Contractor will have to apply for traffic licenses if necessary. The following penalties shall be applied each time during the construction period or the completion of the construction work if any of the following is violated:

a)	Occupy the road or parking spaces after traffic license expires	MOP 30,000.00
b)	Occupy the road or parking spaces without traffic license	MOP 30,000.00
c)	Construction area exists the permitted area stated in the traffic license	MOP 20,000.00
d)	Insufficient or inappropriate temporary traffic signs or measures	MOP 15,000.00
e)	Traffic signs or hot sols were not restored within the deadline of the traffic license after completion of construction work	MOP 20,000.00
f)	Traffic signs or hot sols were wrongly restored after completion of construction work	MOP 15,000.00
g)	The excavation area exists the permitted area stated in the IAM license	MOP 20,000.00
h)	Extra penalty for any repeated violation of above items within 30 days.	MOP 20,000.00

### 3.2.8 Safety Non-Compliance

#### Breach of safety obligations

The Contractor in control of the site is responsible for presiding and maintaining safe working and environmental conditions for staffs and visitors.

In the event of breaching Safety, Health and Environmental obligations, the Contractor shall pay to CEM the fines/penalties according to the latest version of “SHE Non-Compliance in Contracts Managed by CEM” – Appendix III, and without prejudice to the right of CEM to claim the Contractor for indemnification due to such non-compliance.

- 3.2.9 When situations occur where the Contractor considers he has the right to disagree, he must request the Inspection for a record of the facts and their consequences, which are necessary for future valuation.
- 3.2.10 Any disagreement must be presented in writing, within three days from the allegation being made by CEM in respect of the above and must comply with the requirements of the above clause.

## 3.3 Suspension

- 3.3.1 Depending on the extent of damages to the works, the contractor will incur in a suspension from working to CEM for a period between 3 to 6 months.

### **3.4 Cancellations and Contractual Resolution of Contract**

3.4.1 CEM reserves the right to either totally or partially cancel the contract in the following cases:

- a) The Contractor, without the consent of CEM, assigns either totally or partially the contractual position of the works to any third party;
- b) The Contractor does not submit the program of the approved works to CEM within the due period.
- c) There is absence or serious omission in the execution of the contract, namely delays attributed to the Contractors without the consent of CEM, even if they refer to intermediate dates in the program of the approved works;
- d) The Contractor suspends either total or part of the approved works for more than 10 successive days or 15 intermittent days.
- e) Refusal by the Contractor to carry out repairs or modifications believed to be necessary to the good functioning of the installations, in accordance with the state of art, and/or the contractual specifications and resolutions;
- f) The Contractor, without justification and repeatedly, does not follow the guidance and/or instructions of the Inspection, within the scope of their position.
- g) The Contractor repeatedly does not comply with the SHEQ requirements
- h) The Contractor repeatedly does not reply or attend the call for works that are attributed to the Contractors.
- i) Damages on CEM network.

3.4.2 The cancellation of the contract, either totally or partially, will be communicated to the Contractor in writing. Upon cancellation of the contract, if both parties have any disagreements on the payments that should be paid according to the contract but are not yet paid, CEM will suspend the payments until the amounts are mutually agreed by both parties.

3.4.3 In the event of cancellation of contract, CEM can decide, without any opposition from the Contractor, to use any of the work site installations, machines, tools or other forms of operation that the Contractor has in service committed to the contract job, in exchange for a payment of an annual rent equal to **10%** (ten per cent) of the total amount of the related equipment that was actually purchased.

3.4.4 At any time, and by agreement of both CEM and the Contractor, they can dissolve the contract and determine the respective effects.



3.4.5 Any dispute for the validity, explanation and execution of the contract shall be governed by the jurisdiction of the Courts of Macao SAR.

#### **4. ESTABLISHMENT AND RELATED CHARGE OF CONTRACT**

According to item 1b) of article 12 of Decree-Law No. 122/84/M dated 15 December republished by Law No. 5/2021, written contract must be established for the award of this public tender.

Stamp duty and all handling fees due to the signing of the written contract shall be borne by the Contractor.

The constitution of the written contract is as follows:

- (a) The written contract;
- (b) Programme of Tender and the Specifications;
- (c) The proposal submitted by the Contractor, and clarifications if any.

In case of contradictions in the documents listed above, the preceding document shall prevail over the documents that follow, in the sequence set forth here above.

##### **4.1 Confidentiality**

Each party shall keep confidential and not disclose or otherwise make available to any third party any confidential information, advice or material of any nature that is provided or made available by the other party, including but not limited to, any written reports or other data, without the prior written consent of the other party. This Section shall not apply to any information that:

- is in or comes into the public domain, other than as a result of breach by the recipient of its obligations under this Contract,
- the recipient acquires from a third party who owes no obligations of confidentiality to the other party to this Contract in respect thereof, or
- was already known to the recipient at the time it received such information from the other party to this Contract as shown by the recipient's prior written records.

If either party is requested or required by any legal or investigative process to disclose any information that it is not permitted to disclose, that party shall provide the other with prompt notice of each such request and the information requested so that the other party may seek to prevent disclosure or obtain a protective order. If disclosure is required and a protective order is not obtained,

the party from whom disclosure is required shall disclose only such information that it is advised by its counsel to be legally required to be disclosed.

#### **4.2 Offers, Payments, Agreement and Promises**

The Contractor hereby represents and warrants that neither the Contractor nor any of its officers, directors, employees, representatives and/or any agent acting on behalf of the Contractor 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 Contract, the negotiation, preparation, execution or performance of this Contract or the procurement process leading to the award of this Contract.

#### **5. Resolution of cases**

Aside from the requirements set in the contract and in the integral part of the contract, the Contractor shall follow applicable laws in force in Macao SAR, especially Decree-Law No. 122/84/M dated 15 December republished by Law No. 5/2021, Decree-Law No. 63/85/M dated 6 July, and Decree-Law No. 74/99/M dated 8 November.

## **Appendix I**

**Latest Version of  
Health and Safety Manual For CEM Contractors**  
*(see file named “Appendix I”)*

## **Appendix II**

**Latest Version of  
CEM Safety, Health, Environment and Quality Requirements & Responsibilities for  
Services Suppliers**

*(see file named “Appendix II”)*

### **Appendix III**

**Latest Version of  
SHE Non-Compliance in Contracts Managed by CEM  
(see file named “Appendix III”)**

## **Appendix IV**

**Technical Specification - NCEM C71 - 0060**

**LED LUMINAIRES FOR STREET LIGHTING (20 & 25 METER  
HIGH MASTS)**

## **Appendix V**

### **LED High Mast Replacement Project – Phase 1 - Project Schedule**

## **Appendix VI**

### **List of Drawings**

<b>Item</b>	<b>Drawing No.</b>	<b>Description</b>
1	F-033	Protection Barrier for Trench Works
2	F-029	Work Messages Signboard
3	F-030	Apology Signboard
4	F-034	Work Information Signboard
5	I-9888	C.D.I.P. One Line Diagram