

**INVITATION TO TENDER**

**Road Works Supervision**

**Tender Ref. PLD-CS072/25/99**

This is to invite your participation in the captioned tender, in accordance with the following terms and conditions:

**1 - SCOPE OF SERVICE**

* 1. To provide road works supervision service, in accordance with the requirements specified in the Employer’s Requirement attached.
  2. The intend contract will be valid for **2-year period**. This contract **could be extended for the subsequent two years** subject to CEM’s decision based on the Contractor’s performance and business needs of CEM (detail please refer to Employer’s Requirement).

**2 - PAYMENT TERMS**

2.1 Monthly payment; Without prejudice to clause 9, invoices to be issued at the end of each month with payment to be settled within 45 days from date of the respective invoices.

2.2 A witnessed photocopy of the Declaration Form and the latest Taxation Document should be presented to CEM before any payment will be effected, namely:

* Contribuição Industrial - Declaração de Início de Actividade / Alterações (M/1)
* Contribuição Industrial - Conhecimento de Cobrança (M/8)

Remarks: Based on the Macau Law 1/89M which was printed on "Boletim Oficial" no. 16, 17 Abril/89, those overseas Contractors without branch office in Macau are required to perform a Commercial Registration (submission of M/1 Declaration Form) at Repartição de Finanças of Direcção dos Serviços de Finanças (Finance Services Bureau of Macau SAR).

**3 - OPEN TENDER CONTENT**

Each Tender shall consist of the following documents:

3.1 Tender Security

The Tender Security as required in Clause 5.1 shall be delivered in a sealed envelope to the following address quoting our tender reference “TENDER REF. PLD-CS072/25/99- TENDER SECURITY – Road Works Supervision” on/before the closing date/time for reception of the Tenders as per Clause 4.

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

The Procurement & Logistics Department (PLD)

Estrada D. Maria II, "CEM" Building

Macau

3.2 Technical Proposal

* Copy of the issued Tender Security as per 3.1 above;
* Company Profile with the information of relevant business;
* Statement of Bidder Eligibility Form as per enclosed specimen, duly completed, signed and dated(\*);
* Declaration (No Record of Fatal / Serious Accident) as per enclosed specimen, duly completed, signed and dated(\*);
* Declaration (Local Workers) as per enclosed specimen, duly completed, signed and dated(\*);
* Technical details, documentation and information as required in the Employer’s Requirement;
* Deviation Form (technical part) listing all deviations (if any) to the requirements set forth in this letter and the Employer’s Requirement (\*);
* "CEM Safety, Health, Environment and Quality Requirements and Responsibilities for Service Suppliers (Version 6)" duly completed with copies of “Construction Industry Occupational Safety Cards” issued by DSAL for the involved employees to be allocated for this project(\*);
* CEM Green Compliance duly completed with all the documents required(\*);
* Organization Chart of the project team involved in this supervision service (**project manager and supervisors**) (\*);
* Resume of project manager(s) and supervisors including the substitution for them. Information of education background and work experience should be shown in the resume as well;
* List of similar jobs performed by the tenderers in the last 5 years, including their details in terms of scale and scope (provide job reference) (\*);
* Proposal explaining the plan and methodology used for the supervision, in accordance with the Employer’s Requirement;
* Company licence and Certification of ISO9001, ISO14001 and ISO45001 (if any);
* All other information indicated in the Employer’s Requirement and information you consider relevant;
* In case the Tenderers are form by means of Consortium / Joint-Venture (JV), this must be clearly stated on the Tenderer's Proposal with a corresponding signed Memorandum of Understanding (MOU) by both parties. One of the consortium members must have the experience in Heavy Industry or Power Plant Maintenance Services.

3.3 Commercial Proposal

* Form of Tender and Price Schedule as per enclosed specimen, duly completed, signed, dated and witnessed (\*);
* Deviation Form listing all deviations (if any) to the requirements set forth in this letter and the Employer’s Requirement (\*);

*Remarks:*

*1 - (\*) To follow the templates.*

*2 - The proposal should be written in English language and numbered in sequence.*

***3 - Failure to submit any one of the documents referred above may lead to elimination of the Tender during the period of Tender Evaluation.***

**4 - TENDER SUBMISSION**

Tenders, with validity of a **90-day** period, shall be delivered in **electronic format\*** to the following email address:

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

on or before **17:00 hours Macau Time (GMT+8)** of **9th September 2025 (Tuesday)**.

The submission of the **electronic proposals** shall be divided into two parts: **without price** / **with price**.

The tender in electronic format with all the information required in the proposal (as per Clause 3 above) should be addressed to[**etender@cem-macau.com**](mailto:etender@cem-macau.com)above **in separate,** and labelled respectively:

***PLD-CS072/25/99-1*** **(FOR TECHNICAL PROPOSAL without price as per 3.2)**

**&**

***PLD-CS072/25/99-2* (FOR COMMERCIAL PROPOSAL with price as per 3.3)**

The System only accepts emails with sizes below 20Mb.  If your email is larger than that, please split it into several with sizes below 20Mb, but please ensure to number them accordingly in the email subject for our follow-up, e.g. “PLD-CS072/25/99-1 - 1/3”, “PLD-CS072/25/99-1 - 2/3”...

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

Failure to submit any one of the documents referred to in Clause 3 may lead to elimination of the Tender during the period of Tender evaluation.

**5 - TENDER SECURITY / PERFORMANCE SECURITY**

5.1 The Tenders shall include a **Tender Security** in the amount of **MOP200,000.00** issued by a Bank in accordance with the enclosed specimen. This security will be kept as guarantee for the fulfilment of the obligations undertaken by the Tenderer as per these instructions.

5.2 The Tender Security shall preferably be in the form of an unconditional bank security or a certified cheque, in an amount stated in 5.1 above.

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

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

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

5.4 The security surrendered by the successful Tenderer shall only be released upon replacement by a **Performance Security** for the whole Service through a Bank security in accordance with the enclosed specimen.

The Performance Security shall preferably be in the form of an unconditional bank Security or a certified cheque, in an amount **equivalent to 3 months of the average monthly bill**.

The Performance Security shall remain in force until **30 days after the end of the contract period** insofar as the Contractor has by that date fulfilled his obligations.

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

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

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

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

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

5.7 Due authority for an extension of the validity of this Performance Security shall be lodged by the Contractor with the Bank of Guarantor concerned if such extension is desired by CEM.

5.8 Should the Contractor fail to produce evidence of the establishment of the Performance Security on time, CEM shall be entitled to:

seize the Tender Security (if applicable);

terminate the Contract without compensation for the Contractor.

Before applying such measure, CEM will send the Contractor a registered letter giving formal notice regarding the establishment of the Perfor­mance Security. This notice shall set a new time limit which will take effect from the date of postage of the letter.

5.9 Should the Contract price be changed by means of Variation Orders, the Contractor shall adjust the security accordingly. Should the Contractor fail to do so, CEM may deduct such equal amount from future payments and use it to replenish the Performance Security.

**6 - HEALTH, SAFETY AND SECURITY RULES FOR CEM CONTRACTORS \***

6.1 The Contractor is responsible for any insurance as may be required against the responsibility of Contractor to compensate Contractor’s employees engaged directly or indirectly in the execution of the works included in this contract. CEM will not be responsible for any such compensation in case any accident occurs to the employees of the contractor.

6.2 The Contractor shall comply with all applicable safety and security regulations in force in CEM as well as with all applicable safety laws and standards in force in Macau. For the purpose of this contract and of the compliance with this clause, all notifications addressed to CEM by any Macau authorities on safety compliance will be forwarded by CEM to the Contractor, and the Contractor shall take up full responsibility and liability for such compliance. When performing works in CEM’s power stations, the Contractor shall comply with all the requirements stated in the updated versions of “Contractor Health and Safety Regulation, Site Regulation and Access Regulation” of the CEM’s power stations.

6.3 The Contractor shall comply with the requirements stated in the latest versions of “CEM Safety, Health, Environment and Quality Requirements & Responsibilities for Services Suppliers” and “Health and Safety Manual for CEM Contractors”.

6.4 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”.

**\* *Contractor means the person(s), firm, company, consortium, joint venture, whose proposal has been accepted by CEM and includes the Contractor's personnel, successors and permitted assignees.***

**7 - CONSTRUCTION INDUSTRY OCCUPATIONAL SAFETY CARDS**

Copies of “Construction Industry Occupational Safety Cards” issued by DSAL for the involved employees to be allocated for this project shall be submitted to CEM before work commencement on site.

**8 - PERFORMANCE APPRAISAL FOR CEM CONTRACTORS**

8.1 To evaluate the Contractor's performance in meeting the requirements of CEM, six major performance criteria shall be considered: 1. Time Control; 2. Cost Control; 3. Quality Control; 4. Occupational Health & Safety (H&S) Control; 5. Environmental Protection Control and 6. Cyber Security Control.

8.2 The Contractor shall be mailed/faxed a copy of their Contractor Performance Evaluation Report within a reasonable time after the Taking Over Certificate is issued or after the project completion. The evaluation result will be taken into consideration for future invitation.

**9 - TERMINATION OF CONTRACT**

9.1 CEM reserves the right to terminate the whole contract or part of the contract at any time, at CEM sole discretion, if the contractor fails to comply with any of the contract terms & conditions; or if the quality of the service does not comply with CEM quality standards and technical requirements; or if there is no improvement after repeated warning of poor performance of the works or improper attitude from the Contractor.

9.2 CEM reserves the right to terminate the contract at any time by giving a written notice of 60 days in advance. Upon the termination of contract according to this clause, the Contractor is not entitled to claim for any compensation or loss due to this termination.

**10 -** **BRIBES**

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

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

**11 - CONFIDENTIALITY**

11.1 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:

(i) is in or comes into the public domain, other than as a result of breach by the recipient of its obligations under this Contract,

(ii) the recipient acquires from a third party who owes no obligations of confidentiality to the other party to this Contract in respect thereof, or

(iii) 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.

11.2 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 the entry of 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.

**12- CONTRACTOR’S OBLIGATION AS TO THE WORKS**

If awarded, the contractor commits to employing only local workers or giving priority to local workers.

**13- APPLICABLE LAW AND JURISDICTION**

This Contract is governed by the laws and regulations of the Macau Special Administrative Region (MSAR) of the People’s Republic of China. The conflicts arising from this Contract not resolved by mutual agreement between the parties shall be submitted to the exclusive jurisdiction of the Courts of the Macau Special Administrative Region.

In case of any query during the tendering period, please feel free to contact **Ms. Celia Sin** of the Procurement & Logistics Dept. (Tel No. 853-8393 1161 or Fax No. 853-2830 8361 or email: celia.sin@cem-macau.com).

Kindly **acknowledge receipt** of this Invitation to Tender and **within 3 days** via email to confirm whether you will submit a proposal accordingly.