

**FORM OF TENDER**

Name of Contract: **Road Works Supervision**

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

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

1. Having complete knowledge of the procedure regarding the tender relating to **“Road Works Supervision”**, promises to carry out the services that CEM requires of him, under the conditions set out in the tender, for the amounts and prices quoted in the Price Schedule relating to this proposal.

2. If our Tender is accepted, we undertake to complete the whole service according to the Project Schedule as defined during contract award.

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

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

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

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

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

duly authorised to sign tenders for and on behalf of

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

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

## fax & memo template-01PRICE SCHEDULE

Name of Contract: **Road Works Supervision**

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

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Monthly Rate (MOP)** |
| 1 | * Service Package Fee (4 site supervisors per month) |  |
| 2 | * Basic Service Fee (Extra 1 site supervisor per month) |  |

Remarks:

* The **Monthly Rate** shall include **all personnel expenses** required for the provision of this supervision service, such as the wages of project manager and administrative staffs.
* The **Monthly Rate** shall include **all other expenses** related with the provision of the services on-site in Macau, including reporting, lodging and travel, and **TAX, when applicable.**
* The **Monthly Rate** shall remain fixed and not subject to exchange rates variations or rise and fall provisions for the duration of the contract.
* When the work period is less than 1 month, all service shall be charged in proportional of the working days per month subject to the daily log record.
* Proposed prices are to be quoted, denominated and paid in the following currency:

**Macau Patacas (MOP)**

**STATEMENT OF BIDDER ELIGIBILITY FORM**

Name of Contract: **Road Works Supervision**

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

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

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

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

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

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

Remarks:

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

**DECLARATION (NO RECORD OF FATAL / SERIOUS ACCIDENT)**

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

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

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

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

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

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

**DECLARATION (LOCAL WORKERS)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[Name]*, is the owner of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[company]* or is the legal representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[company]*, hereby declares the bidder and its subcontractor(s) are committed to government policies and actively support employing local workers.

If awarded the contract, the bidder and its subcontractor(s) guarantee that no less than \_\_\_\_% of the workforce hired for this project will be local workers.

The bidder understands that its commitment to prioritize local employment is a binding obligation under the contract. In the event of non-compliance, the bidder accepts that CEM reserves the right to impose proportionate enforcement measures, including but not limited to formal warnings, financial penalties, suspension of contract activities, or termination of the contract.

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

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

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

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

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

**TENDER SECURITY**

By this Guarantee, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[bank name and address]* with Head Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Tenderer]* (hereinafter called "the Tenderer"), are bound unto Companhia de Electricidade de Macau - CEM, S.A. (hereinafter called "CEM") in the sum of **MOP200,000.00 (PATACAS Two Hundred Thousand ONLY)** required for the admission to the tender for **“*Road Works Supervision”***, for which payment the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

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

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

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

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

**PERFORMANCE SECURITY**

By this Guarantee, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[bank name and address]* with Head Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor"), are bound unto Companhia de Electricidade de Macau - CEM, S.A. (hereinafter called "CEM") in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figure]* (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) *[amount in words]*. being **amount equivalent to 3 months of the average monthly bill**, for which payment the Bank binds itself, its successors and assigns by these presents.

Whereas CEM has awarded the Contractor the contract for ***“Road Works Supervision”.***

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 becomes effective on the date of its issuing and valid **until 30 days** after the end of the contract period.

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

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