



TENDER DOCUMENTS
SPECIAL CONDITIONS OF CONTRACT

PLD-CS160/26/99

Tender Documents / Special Conditions of Contract

The complementary conditions set forth in these special conditions are in addition to, or complement of, the relevant conditions and provisions provided for in the General Conditions of Contract.

Liquidated Damages for Contractual Non-Compliance

- Liquidated Damages for delay of work – Clause 10.5

Refer to Technical Specification Section 10.2.

Fines/Penalties for SHE Non-Compliance - Clause 11.2

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”, and without prejudice to the right of CEM to claim the Contractor for indemnification due to such non-compliance.

Clause 11.2 Safety and Security Rules

The Insurance shall cover all the risks of bodily harm or damage to CEM’s property or third parties. Minimum insurance amount shall be MOP5,000,000.00 for any one accident/number of accidents unlimited.

List of CEM accepted insurers

- AIG Insurance Hong Kong Limited (Macau Branch)
- Asia Insurance Company Ltd.
- MSIG Insurance (Hong Kong) Ltd.
- China Taiping Insurance (Macau) 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
- The People’s Insurance Company of China (Hong Kong) Limited (Macau Branch)

Clause 13 Defects Liability Period

Refer to Technical Specification Section 9.

Construction Industry Occupational Safety Cards

Refer to Clause 4.1 of SHEQ documents of this Tender; the Occupational Safety Card issued by DSAL (*The Macau Labour & Employment Affairs Bureau*) should be provided to CEM with the proposal.

Please note that the involved employees working for this contract should hold valid “Occupational Safety Cards” issued by DSAL; **it is compulsory to submit the information of these cards to CEM with the submitted proposal for this tender.**

Prices / Payment - Clause 15

Prices

The prices are as defined in the Contractual Price schedule and confirmed on the Letter of Acceptance. They are firm prices.

Proposed prices are to be quoted, denominated and paid in one of the following currencies:

- **Hong Kong Dollars**
- **US Dollars**
- **Macau Patacas**

Payment

a. The terms of payment are (in percentage of the total contractual price):

- 80% of the total Contract Price by progress upon submission of Performance Security by contractor (valid until 30 days after the issuance of the Taking Over Certificate), with each payment upon CEM’s issuance of the Interim Payment Certificates (Interim Payment Certificates shall only be issued if the respective net amount of the project payment is equal to or more than MOP100,000.00)
- 10% of the total Contract Price upon completion of project (confirmed by CEM’s issuance of Taking Over Certificate)
- 10% of the total Contract Price upon the end of Defects Liability Period (confirmed by CEM’s issuance of Defects Liability Certificate)

All payments above should be settled within 45 days from the date of the respective invoices; invoices to be submitted upon issuance of related certificates including Taking Over Certificate and Defects Liability Certificate for each stage above.

b. Flexible supplies

(According to item 2, item 3.2 & item 3.3 per Appendix “Bill of Quantities”)

For Flexible Supplies, upon CEM’s acceptance for the goods delivery and confirm by CEM’s issuance of Interim Payment Certificate, invoices shall be presented on a monthly / quarterly basis.

Important Note

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 Bureau of Macau).

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The M1 application is a legal procedure which is by-law and must be done by the company itself. For more details on the taxation legislation of the Macau SAR, please refer to the related government website by this link: <http://www.dsf.gov.mo/> and the "Frequently Questions and Answers" area http://www.dsf.gov.mo/tax/tax_faq.aspx in their website.

For newly established company, only the Form “M/1” (duly approved and stamped by the “Direcção dos Serviços de Finanças”) should be presented in the 1st year and the Form “M/8” (issued by the “Direcção dos Serviços de Finanças”) should be presented in the subsequent year.