

**TENDER DOCUMENTS**

### SPECIAL CONDITIONS OF CONTRACT

**PLD-CS190/25/33**

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.

**Clause 2 Contract Period**

The Contract Period will be 36 (thirty-six) months, counting from the Contract Starting date; **from** **1st March, 2026 to 28th February, 2029**, and could be extended for the subsequent 3 years (Option) subject to CEM’s decision based on the Contractor’s performance and CEM’s business needs, under the following pricing condition:

* First 3 years (**01/Mar/2026 to 28/Feb/2029**): fixed prices
* Following a 3-year extension (Option, from 01/Mar/2029 to 29/Feb/2032): unit prices to be adjusted for one time by the factor based on the formula (round off to the nearest integer):
  + CCPI\*\* of 2027 over CCPI\*\* of 2026

\*\* CCPI refers to the Composite Consumer Price Index published officially by the Statistics and Census Service of the Macau Special Administrative Region (MSAR) of the People’s Republic of China.

**Clause 7.3 – Performance Security**

Required Amount: **MOP750,000.00**

**Clause 10 - Liquidated Damage**

Liquidated damages will apply at the rate of **5%** of the service orders amount per day of delay of work, up to a maximum of **20%** of the price for the total orders issued within the month, and without prejudice to the right of CEM to claim the Contractor for indemnification due to breach or non-accomplishment of this Contract.

**Clause 11.2 Fines/Penalties for Safety Non-Compliance**

In the event of breaching environmental and safety obligations, the Contractor shall pay to CEM the penalties according to the latest version of “SHE Non-Compliance in Contract 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  Health, Safety & Security Rules (Insurance)**

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**

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| * 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 11.2 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.

**Clause 14 Prices / Payment**

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 any of the following currencies:

* Patacas (MOP)

**Payment**

* After the completion of each service order, the Contractor shall invoice per service, in accordance with the prices shown in the “Schedule of Rates”.

All payments should be settled upon approval of the service by CEM, to be paid within 45 days from the date of the respective invoices.

A copy of the Declaration Form and the latest Taxation Document (M/1, M/8) should be presented to CEM before any payment will be effected. 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.

**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).

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.

**Defects Liability Period**

**12 months** from date of the taking over of each service work.

# Incident/Accident Report

For any case of incident/accident, the Contractor shall summit the report within 2 working days