



INVITATION TO TENDER

HCI Server Hardware Procurement

Tender Ref. PLD-MP2215/26/66

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

1 - SCOPE

The primary objective of this procurement is to expand the existing HCI landscape to optimize resource utilization.

2 - PAYMENT TERMS

2.1 - 100% upon acceptance of material

Payment should be settled within 45 days from the date of acceptance of material

2.2 A 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)

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.

3 - TENDER CONTENT

Tenders and all correspondence and documents relating to the Tender exchanged between the Tenderer and CEM and/or CEM's Representative shall be written in the **Chinese or English** Language.

- Documents and information as required in the "CEM Safety, Health, Environment and Quality Requirements and Responsibilities for Services Suppliers (Version 6)" (*);
- Relevant Experiences;
- Documents required and information indicated in the Technical Requirement;
- Other information you consider relevant.
- Form of Tender;
- Statement of Bidder Eligibility Form;
- Deviation Form listing all deviations (if any) to the requirements;
- Performance Security

Remarks:

1 - (*) To follow the templates.

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4 - TENDER SUBMISSION

Tenders, with validity of a **90-day** period, shall be delivered in **electronic format*** to etender@cem-macau.com labelled:

PLD-MP2215/26/66

on or before **17:00 hours Macau Time (GMT+8)** of **5th Nov 2026 (Thursday)**.

When submitting your tender, it is mandatory to include at least the corresponding reference **“PLD-MP2215/26/66”** in the email subject for the System to recognize it.

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”.

** 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-MP2215/26/66-1 - 1/3”**, **“PLD-MP2215/26/66- 2/3”**...*

5 - HEALTH, SAFETY AND SECURITY RULES FOR CEM CONTRACTORS *

- 5.1 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.
- 5.2 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.
- 5.3 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”.
- 5.4 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.*

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6 - LIQUIDATED DAMAGES FOR DELAY OF WORK

Liquidated damages shall apply at the rate of 2% of the total Contract Price per week of delay of work, up to a maximum of 10% of the total Contract Price.

7 - PERFORMANCE APPRAISAL FOR CEM CONTRACTORS

- 7.1 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.
- 7.2 The contractor shall receive a Contractor Performance Evaluation Report or a notification of the evaluation result within a reasonable period after the issuance of the Taking Over Certificate, or following the non-completion, suspension of the works, or termination of the contract for any reason (including termination due to the contractor's failure to fulfill its contractual obligations). The evaluation result shall be taken into consideration in future tender invitations, prequalification and supplier management.

8- TERMINATION OF CONTRACT

- 8.1 CEM may suspend all or part of the Services or terminate the contract, at CEM sole discretion, to the Contractor who shall immediately make arrangements to stop the Services and minimize expenditure. CEM will pay the Contractor the reasonable service price involved up to the time of receipt of such notification. The Contractor is not entitled to claim for any compensation or loss due to this termination.
- 8.2 If CEM considers that the Contractor is without good reason not discharging, with defective fulfillment or delay in performing his obligations, CEM can inform the Contractor by written notice stating the grounds for the notice. If reasonable reply being accepted by CEM is not received within 15 days from the issuance of letter of request for explanation, CEM is entitled the right to terminate the contract by a further written notice and the Contractor is not entitled to claim for any compensation or loss due to this termination.

9 - BRIBES

- 9.1 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.
- 9.2 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.

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10 - CONFIDENTIALITY

- 10.1 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.
- 10.2 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.

11 - 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 **Mr. Jason Lok** of the Procurement & Logistics Dept. (Tel No. 853-8393 1153 or Fax No. 853-2830 8361 or email: jason.lok@cem-macau.com).

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