



## **CYPRUS ENERGY REGULATORY AUTHORITY**

**TENDER FOR THE PROVISION OF CONSULTANCY SERVICES FOR SUPPORTING THE RELEVANT ACTIVITIES OF CERA DURING AND AFTER THE IMPLEMENTATION OF THE APPROVED NEW TRADING AND SETTLEMENT RULES VERSION 2.0.0 MAY 2017 & THE FORTHCOMING AMENDMENTS TO THE TRANSMISSION AND DISTRIBUTION RULES**

### **PART A: INSTRUCTIONS TO ECONOMIC OPERATORS**

**TENDER PROCEDURE NO. 06/2017**

**19 JULY 2017**

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# **PART A: INSTRUCTIONS TO ECONOMIC OPERATORS**

## **1. DEFINITIONS**

1. The following terms shall have the meanings ascribed to them below:

### **AGREEMENT**

Part B of the Tender Documents, as completed based on the Contractor's Tender after the contract has been awarded and signed by both parties.

### **AWARD DECISION**

The decision issued by the competent body, whereby the Contract is awarded to the selected Tenderer.

### **BUDGET**

The likely cost as estimated by the Contracting Authority for implementation of the Contract Scope, exclusive of VAT.

### **COMPETENT AUTHORITY**

The Competent Authority is the Treasury of the Republic of Cyprus.

### **COMPETENT BODY**

A body established by virtue of the Regulations which, within the powers granted to it, undertakes and handles matters concerning public procurement.

### **CONTRACT**

The public service contract between the Contracting Authority and the Contractor, which is concluded after announcement of the Award Decision and which comprises the following integral parts:

- a. The Agreement
- b. The Tender and any correspondence in relation thereto between the Contracting Authority and the Contractor.
- c. Annexes I and II of the Tender Documents.

### **CONTRACTING AUTHORITY**

Cyprus Energy Regulatory Authority (CERA) located in 81-83 Gr. Digeni Avenue, 3<sup>rd</sup> Floor, 1080 Nicosia Cyprus.

### **CONTRACTOR**

The Tenderer to be selected to enter into a Contract with the Contracting Authority, in the manner, under the terms and in accordance with the procedure described in the Tender Documents.

### **CONTRACT SCOPE**

The provision of Consultancy Services for supporting the relevant activities of CERA during and after the implementation of the Approved new Trading and Settlement Rules Version 2.0.0 May 2017 & the forthcoming amendments to the Transmission and Distribution Rules

falling under category CPV 71323100, and 71314000-2 of the CPV classification, as identified in detail in the Tender Documents.

#### **INTERESTED ECONOMIC OPERATOR**

Any natural or legal person or any Consortium of natural or legal persons that has obtained the Tender Documents.

#### **LAW**

The Coordination of Procedures for the Award of Public Works Contracts, Public Supply Contracts and Public Service Contracts and for Related Matters Law of 2016 (Law 73(I)/2016), as amended in each case.

#### **REGULATIONS**

The General Regulations of 2012 (KDP 242/2012) on the Coordination of procedures for the Award of Public Works Contracts, Public Supply Contracts and Public Service Contracts including any amendments thereto.

#### **REPRESENTATIVE**

The person representing the Tenderer, in the circumstances and manner provided for in the Tender Documents.

#### **TENDER**

The technical and financial proposal for implementation of the Contract Scope, drawn up and submitted by the Tenderer in the manner and under the terms described in the Tender Documents.

#### **TENDER DOCUMENTS**

The documents comprising the Contract Notice, Part A (Instructions to Economic Operators), Part B (Agreement and Special Conditions of Contract), Annex I (General Conditions of Contract), Annex II (Terms of Reference – Technical Specifications), the attached Appendix with Templates for Financial Guarantees, Declarations etc. which, according to the provisions of the relevant clauses in the Tender Documents, are required to be submitted by the Tenderers, as well as any addendums thereto.

#### **TENDERER**

Any Economic Operator, natural or legal person or consortium of natural or legal persons, which participates in the tender procedure by submitting a Tender for the purpose of entering into a Contract with the Contracting Authority.

2. Any other terms used in the present Part A of the Tender Documents shall have the meanings ascribed to them by the Law, the Regulations or any other part of the Tender Documents.
3. The headings, article titles, subtitles and table of contents are used for convenience and shall not be taken into consideration in the interpretation of the Tender Documents.

## 2. KEY DETAILS OF THE TENDER PROCEDURE

<b>Par.</b>	<b>ITEM</b>	
<b>2.1</b>	<b>Tender procedure No.</b>	06/2017
<b>2.2</b>	<b>Contract Scope</b>	<p>The provision of Consultancy Services for supporting the relevant activities of CERA during and after the implementation of the Approved new Trading and Settlement Rules Version 2.0.0 May 2017 &amp; the forthcoming amendments to the Transmission and Distribution Rules falling under category CPV 71323100, and 71314000-2 of the CPV classification, as identified in detail in the Tender Documents.</p> <p>The new Trading and Settlement Rules Version 2.0.0 May 2017 is available on the website of TSO at <a href="http://www.dsm.org.cy">www.dsm.org.cy</a></p>
<b>2.3</b>	<b>Contract Budget</b>	Seventy Thousand Euros (€70.000) exclusive of VAT.
<b>2.4</b>	<b>Financing</b>	By the Cyprus Energy Regulatory Authority (CERA)
<b>2.5</b>	<b>Tender procedure</b>	Open tender procedure for the award of a service contract.
<b>2.6</b>	<b>Award Criterion</b>	Most economically advantageous tender
<b>2.7</b>	<b>Contracting Authority</b>	Cyprus Energy Regulatory Authority (CERA)
<b>2.8</b>	<b>Competent Official</b>	<p>Andreas Frixou, Energy Officer</p> <p>81-83 Gr. Digeni Avenue, 3<sup>rd</sup> floor, 1080 Nicosia, Cyprus</p> <p>Telephone number: +35722666363</p> <p>Facsimile number: +35722667763</p> <p>E-mail: <a href="mailto:regulator.cy@cera.org.cy">regulator.cy@cera.org.cy</a>,</p>
<b>2.9</b>	<b>Place from which the Tender Documents may be obtained</b>	<p>Cyprus Energy Regulatory Authority (CERA)</p> <p>81-83 Gr. Digeni Avenue, 3<sup>rd</sup> floor, 1080 Nicosia, Cyprus</p>
<b>2.10</b>	<b>Method for Collection of the Tender Documents</b>	<ul style="list-style-type: none"> <li>• Under the responsibility of Economic Operators, either in person or by representatives or using the services of a private courier company.</li> <li>• From the Website of the Contracting Authority <a href="http://www.cera.org.cy">www.cera.org.cy</a></li> <li>• From the e-procurement website.</li> </ul>

<b>Par.</b>	<b>ITEM</b>	
<b>2.11</b>	<b>Deadline for the Submission of Comments / Questions / Recommendations</b>  <b>Dispatch of answers by the Contracting Authority</b>	<ul style="list-style-type: none"> <li>• By the 25<sup>th</sup> of July 2017 – 13:00</li> <li>• By the 28<sup>th</sup> of July 2017 from the Contracting Authority's webpage, <a href="http://www.cera.org.cy">www.cera.org.cy</a> and from the Electronic Procurement's webpage, <a href="http://www.eprocurement.gov.cy">www.eprocurement.gov.cy</a>.</li> </ul>
<b>2.12</b>	<b>Period of Validity of Tenders</b>	Three (3) months, i.e. until 4 <sup>th</sup> November 2017
<b>2.13</b>	<b>Period of Validity of Tender Guarantee</b>	A Tender Guarantee is not required
<b>2.14</b>	<b>Language in which Tenders must be drawn up</b>	English or Greek
<b>2.15</b>	<b>Currency of Tenders</b>	Euro
<b>2.16</b>	<b>Place of Submission of Tenders</b>	Cyprus Energy Regulatory Authority (CERA) 81-83 Gr. Digeni Avenue, 3 <sup>rd</sup> floor, 1080 Nicosia, Cyprus
<b>2.17</b>	<b>Deadline for the Submission of Tenders</b>	Friday, 4 <sup>th</sup> of August 2017 – 13:00
<b>2.18</b>	<b>Estimated date of notification of tender procedure results</b>	Friday, 11 <sup>th</sup> of August 2017
<b>2.19</b>	<b>Estimated date of contract signature</b>	Friday, 18 <sup>th</sup> of August 2017
<b>2.20</b>	<b>Duration of Contract Execution</b>	Until 1 <sup>st</sup> of February 2020, from the date of commencement of the implementation of the Contract Scope

### **3. LEGAL FRAMEWORK**

#### **3.1 *Applicable legislation***

The Tender procedure shall be conducted in accordance with the relevant Laws and Regulations of the Republic of Cyprus on the award of public contracts, as amended and in force, and in particular in accordance with:

- a. The Coordination of Procedures for the Award of Public Works Contracts, Public Supply Contracts and Public Service Contracts and on Related Matters Law of 2006, published in the Official Gazette of the Republic of Cyprus on 17 February 2006 (Law 12(I)/2006).

- b. The Regulations on the Award of Public Contracts (Supplies, Works and Services) (Organisations governed by Public Law and Village Authorities), published in the Official Gazette of the Republic of Cyprus on 30 April 2004 (KDP 492/2004).
- c. The Regulations on the Execution of Public Supply Contracts, Public Works Contracts and Public Service Contracts, published in the Official Gazette of the Republic of Cyprus on 5 March 2004 (KDP 115/2004).
- d. The Law on the Review Procedures concerning the Award of Public Contracts of 2010, published in the Official Gazette of the Republic of Cyprus on 19 November 2010 (Law 104(I)/2010).

Interested economic operators may access the above-mentioned legislation documents by visiting the Website [www.treasury.gov.cy](http://www.treasury.gov.cy).

### **3.2 General principles**

1. Participation in the tender procedure is open to all interested economic operators meeting the legal, financial, technical or other requirements provided for in the Tender Documents.
2. By submitting their Tenders, Tenderers are assumed to be familiar with all relevant Laws and Regulations of the Republic of Cyprus which affect, either directly or indirectly, the tender procedure and the implementation of the Contract Scope.
3. The Competent Body shall deem admissible the Tenders which comply with all terms, conditions and specifications of the Tender Documents, while it also may, in its absolute judgement and at its sole discretion, deem admissible Tenders exhibiting minor deviations. Minor deviations shall be taken to mean deviations which do not affect the extent of the Contract Scope or the quality of its execution, do not substantially limit the rights of the Contracting Authority or the obligations of the Contractor, and do not impair the principle of equal treatment of Tenderers.
4. Tenders, which the Competent Body judges to be vague and impossible to evaluate or contain terms which are contrary to the contents of the Tender Documents and/or conditional terms, shall be designated as inadmissible and shall be rejected.
5. Any attempt by or on behalf of a Tenderer to influence in any way whatsoever the judgement of the Contracting Authority or of the Competent Body in the discharge of their duties in connection with the tender procedure or its outcome, shall result in the rejection of its Tender.
6. Tenderers who have obtained or taken in their possession, without legal authority and at their own initiative, information or documents of a secret nature in connection to the tender procedure, shall be excluded from participation.

### **3.3 Protection of economic operators**

1. Every interested economic operator who has or had an interest in being awarded the Contract and who has sustained or is likely to sustain a loss as a result of an act or decision of the Contracting Authority which precedes the signature of the Contract and for which it is alleged that it violates any provision of the legislation in force, has the right to file a recourse



to the Tenders Review Authority in accordance with the provisions of the Law on the Review Procedures concerning the Award of Public Contracts of 2010 (Law 104(I)/2010).

2. To file a recourse to the Tenders Review Authority, the applicant must pay a non-refundable fee which is deposited into the General Government Account. More details are given in the Website of the Tenders Review Authority ([www.tra.gov.cy](http://www.tra.gov.cy)).
3. Regarding the manner and procedure for filing recourses, the manner in which these are examined and the procedure for the issue of the relevant rulings, the provisions of the Law on the Review Procedures concerning the Award of Public Contracts of 2010 (Law 104(I)/2010) shall apply.

## **4. DETAILS OF TENDER DOCUMENTS**

### **4.1 Ownership and use of the Tender Documents**

1. All information contained in the Tender Documents and all rights thereon are the property of the Contracting Authority.
2. Use of the Tender Documents by the interested economic operators is allowed only for the purposes of preparation of their Tenders.

### **4.2 Contents of the Tender Documents**

1. The Tender Documents comprise the following:
  - a. The Contract Notice.
  - b. The present Part A (Instructions to Economic Operators), containing articles 1 to 10 and the individual paragraphs thereof.
  - c. Part B (Agreement and Special Conditions of Contract), containing articles 1 to 12 and the individual paragraphs thereof.
  - d. Annex I (General Conditions of Contract), containing articles 1 to 25 and the individual paragraphs thereof.
  - e. Annex II (Terms of Reference – Technical Specifications), containing sections 1 to 5 and the individual paragraphs thereof.
  - f. The attached Appendix containing Templates for Guarantees, Declarations, Tables and other forms which, pursuant to the individual terms of the Tender Documents, must be submitted by the Tenderers and, more specifically, containing the following:
    - **Form 1:** Solemn Declaration Certifying the Tenderer's Personal Situation, in accordance with Part A, paragraph 8.3.1.1, item (3).
    - **Form 2:** Documentation of Tenderer's Economic and Financial Standing, in accordance with Part A, paragraph 8.3.1.1, item (4).
    - **Form 3:** Documentation of Tenderer's Technical and Professional Ability, in accordance with Part A, paragraph 8.3.1.1, items (5.b), (5.c) and (5.e).

- **Form 4:** CV Template, in accordance with Part A, paragraph 8.3.1.1, item (5.f), and Part A, paragraph 8.3.1.2, item (2.c).
  - **Form 5:** Certification regarding the Protection of Employees, in accordance with Part A, paragraph 8.3.1.1, item (8).
  - **Form 6:** Template for the Technical Offer Submission Form, in accordance with Part A, paragraph 8.3.1.2.
  - **Form 7:** Template for the Project Team Presentation Table, in accordance with Part A, paragraph 8.3.1.2, item (2.b).
  - **Form 8:** Financial Offer Template, in accordance with Part A, paragraph 8.3.2, item (1).
  - **Form 9:** Table of Evaluation Criteria, in accordance with Part A, paragraph 9.3, item (2).
  - **Form 10:** List of Contractor's Certificates, in accordance with Part A, paragraph 10.4, item (4.a).
  - **Form 11:** Contractor's Bank Account Notification Form, in accordance with Annex I, article 16.1.
  - **Form 12:** Template for the Declaration of other Entities.
2. If the recipients of the Tender Documents find that the copies received are incomplete, as compared against the table of contents of the preceding paragraph, they are entitled to request a new full set of copies from the Contracting Authority. Recourses filed against the legality of the tender procedure on the grounds of non-completeness of the received copies shall be rejected as inadmissible.

### ***4.3 Receipt of Tender Documents***

1. The economic operators who collect the Tender Documents from the place stated in paragraph 2.9 shall be requested to enter their data (such as business name, address, telephone number, fax number, electronic mail address) in a relevant form, so that the Contracting Authority may have available a complete list of all economic operators who have collected the Tender Documents, in order to be able to send them any additional documents or clarifications thereon.

## **5. PROVISION OF CLARIFICATIONS ON THE TENDER DOCUMENTS**

### ***5.1 Clarifications by the Contracting Authority***

1. The Contracting Authority may make additions, corrections or modifications of a small scale to the terms of the Tender Documents, which it is obliged to send, by post or facsimile or electronic mail, to all interested economic operators within the deadline specified in paragraph 2.11.

## **5.2 Submission of questions in writing by the interested economic operators**

1. Any clarification questions, recommendations, comments and/or remarks regarding the terms of the Tender Documents shall be submitted by interested economic operators within the deadline specified in paragraph 2.11 by post, facsimile or electronic mail (to the postal address 81-83 Gr. Digeni Avenue 3<sup>rd</sup> floor, 1080 Nicosia, Cyprus - facsimile number +35722667763 - electronic mail address *regulator.cy@cera.org.cy*.)
2. As long as any clarification requests, recommendations, comments and/or remarks are requested in accordance with the above, the Contracting Authority is obliged to notify all interested economic operators of its relevant decisions, by way of supplementary documents to be sent by mail, facsimile or electronic mail within the deadline specified in paragraph 2.11.

## **6. ELIGIBILITY AND REQUIREMENTS FOR PARTICIPATION**

### **6.1 Eligibility for participation**

1. Eligible for participation in the present tender procedure are natural or legal persons (governed by public or private law) or consortia of natural and/or legal persons lawfully established in Cyprus or in any other Member State of the European Union (EU) or of the European Economic Area (EEA) or in third countries who have signed and ratified the International Government Procurement Agreement (GPA) or have signed and ratified association agreements or bilateral agreement with the EU or with the Republic of Cyprus.
2. Consortia of natural and/or legal persons may submit a joint Tender on the following conditions:
  - a. That the participation rate of each person is stated in the Tender.
  - b. That all persons participating in the Consortium fulfil the requirement of lawful establishment in Cyprus or in any other Member State of the European Union (EU) or of the European Economic Area (EEA) or in third countries who have signed and ratified the International Government Procurement Agreement (GPA) or have signed and ratified association agreements or bilateral agreement with the EU or with the Republic of Cyprus.
3. Consortia are not obliged to take a specific legal form in order to submit their Tenders. If the selected Contractor is a consortium, then such consortium shall not be obliged to take a specific legal form before the Contract is signed.
4. Every natural or legal person may participate in the tender procedure either individually or in one consortium only.
5. To implement the Contract Scope, the Tenderer may use subcontractors, whom it is obliged to name in its Technical Offer, also mentioning the part of the Contract Scope that they shall undertake, in accordance with the provisions of paragraph 8.3.1.2. It is understood that in the event the Tenderer intends to subcontract to third parties any share of the contract, the

Tenderer, in preparing his Tender, has been informed on whether the same subcontractor participates in more than one (1) Tender of the same competition under any capacity.

## **6.2 Requirements for participation**

### **6.2.1 Personal situation of the Tenderer**

1. To participate in the tender procedure, interested economic operators must meet the following requirements concerning their personal situation:
  - a. They must not have been convicted by final judgement for participation in a criminal organisation (as defined in Article 2(1) of Council Joint Action 98/733/JHA), corruption (as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA, respectively), fraud (within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities) or money laundering (as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering, as amended by Directive 2001/97/EC of the European Parliament and of the Council).
  - b. They must not be bankrupt or in the process of being wound up, have their affairs administered by the court, have entered into an arrangement with creditors, have suspended business activities or be in any analogous situation arising from a similar procedure under national laws and regulations.
  - c. They must not be the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations.
  - d. They must not have been convicted by a judgment which has the force of *res judicata* of any offence concerning their professional conduct.
  - e. They must not have been found guilty of grave professional misconduct proven by any means which the Contracting Authority can demonstrate.
  - f. They must have fulfilled their obligations relating to the payment of social security contributions and their obligations relating to the payment of taxes and duties as at the closing date for the submission of Tenders, in accordance with the legal provisions of the Republic of Cyprus or with those of the country where they are established.
  - g. They must not have been found guilty of serious misrepresentation in supplying the information required above and have not failed to supply such information.
2. It is understood that if the interested economic operator is a consortium of persons, the above requirements must be met by all consortium members.
3. The same requirements must be met by the entities whose capacities the Tenderer is invoking, within the meaning of paragraph 6.2.2 item (4), and paragraph 6.2.3 item (6).

## **6.2.2 Economic and financial standing**

To participate in the tender procedure, interested economic operators must meet the following requirements concerning their economic and financial standing:

1. Their average annual turnover for the last three (3) financial years must be at least equal to 300% of the annual Contract Budget, which amounts to €70.000.
2. Interested economic operators must during the last three (3) years have been active and financially robust business units, in accordance with their audited financial statements and with the auditors' reports accompanying these. More specifically:
  - Their average annual operating results for the last three (3) years must be positive.
3. It is understood that if the interested economic operator is a consortium of persons, it is sufficient for the above requirements to be met cumulatively by the consortium members.
4. Pursuant to the provisions of article 53(2) of Law 12(I)/2006, an interested economic operator may rely on the capacities of other entities, regardless of the legal nature of the links it has with them. In such a case, it must be able to prove to the Contracting Authority that it shall have at its disposal the resources necessary.

## **6.2.3 Technical and professional ability**

To participate in the tender procedure, interested economic operators must meet the following requirements concerning their technical and professional ability:

1. The number of natural persons permanently employed by the interested economic operator, on average during the last three (3) years, should not be less than ten (10).
2. They must possess, and be able to document adequately, know-how and experience in the implementation of contracts similar to the contract being put out to tender and, more specifically, they must possess experience in the provision of the following service types:
  - Knowledge regarding harmonization with the requirements of the 3<sup>rd</sup> Energy Package in a member state of the European Union.
  - Knowledge regarding electricity market designs and in the preparation of the related analytical trading and settlement rules (market rules).
  - Provision of technical support services to National Regulatory Authorities (NRA) or other related entities (i.e. Transmission System Operators, Market Operators etc.) with respect to electricity markets.
  - Knowledge and expertise on monitoring and evaluating the operation of electricity market elements i.e. wholesale, retail, balancing mechanisms, ancillary services etc.

3. They must, during the last seven (7) years, have completed successfully at least 2 contracts, with a budgeted cost amounting to at least 50% of the Contract Budget and having as their scope the provision of consultancy services regarding “electricity market models”, with a minimum participation rate of 60%. The term “completed” shall mean that implementation of the respective contract is at least 80% complete.
4. They must include in the proposed Project Team which will implement the Contract Scope, as key experts, personnel whose qualifications shall cover the minimum required ones, as these are described in paragraph 5.1. of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS of the Tender Documents.
5. It is understood that if the interested economic operator is a consortium of persons, it is enough for the above requirements to be met cumulatively by the consortium members.
6. Pursuant to the provisions of article 54(3) of Law 12(I)/2006, an interested economic operator may rely on the capacities of other entities, regardless of the legal nature of the links it has with them. In such a case, it must be able to prove to the Contracting Authority that it shall have at its disposal the resources necessary.

#### **6.2.4 Tender Guarantee**

1. A Tender Guarantee is not required.

## **7. DETAILS OF TENDERS**

### **7.1 Ownership**

The Contracting Authority shall have ownership of all the Tenders submitted in the present tender procedure and the Tenderers are not entitled to the return of their Tenders by the Contracting Authority.

### **7.2 Confidentiality**

1. The Contracting Authority shall take into account the legitimate interests of the Tenderers concerning the protection of secrecy which applies to technical or trade aspects of their businesses.
2. Tenderers may specify in their technical offers the information which they consider to be confidential and which cannot be disclosed to third parties, stating the reasons for considering such information to be confidential.

### **7.3 Period of validity**

1. The period of validity of the Tenders is the period stated in paragraph 2.12 above. Tenders specifying a shorter period of validity than the above one shall be rejected as inadmissible.
2. The validity of Tenders may be extended, if requested by the Contracting Authority, in accordance with the Regulation.

3. Should the issue of extension of the validity of the Tenders arise, the Contracting Authority shall address a question to the participants, five (5) days at the latest prior to the expiry of the validity of the Tenders, as to whether they accept the extension for a specific period of time. The participants must reply within two (2) days and if they refuse to extend the validity of their Tenders, such Tenders shall be rejected as inadmissible.

#### **7.4 Variants**

Variants for all or part of the Contract Scope shall not be admitted to the tender procedure.

#### **7.5 Submission of Tenders for part of the Contract Scope**

Tenders for a part of the Contract Scope shall not be admitted.

### **8. FORMAT AND SUBMISSION OF TENDERS**

#### **8.1 Time and place of submission**

1. Interested economic operators must submit their Tenders no later than the deadline for the submission of Tenders specified in paragraph 2.17.
2. Tenders should be submitted at the place specified in paragraph 2.16 or be sent to the Contracting Authority by registered post to be received by the Contracting Authority on or before the date specified for the submission of Tenders. The responsibility for timely reception of Tenders rests with the interested economic operators. In the latter case, the outer envelope or package of the Tender should be marked as follows: "To Registry: Not to be opened – please place this envelope in the Tender Box".
3. Tenders which were submitted after the specified date and time or which, although posted within the specified time limit, did not arrive at the Contracting Authority within the specified time limit, shall not be taken into consideration and shall be considered to be late.
4. Tenderers may modify or withdraw their Tenders by written notice, to be submitted to the Contracting Authority before the closing date for the submission of Tenders. In such cases, the outer envelope or package should, in addition to the indications provided for in the next paragraph, also be labelled "MODIFICATION OF TENDER" or "WITHDRAWAL OF TENDER", as the case may be.
5. With the exception of the provisions of paragraph 9.5, no clarification, modification or rejection by the Tenderers of a term or item of the Tenders shall be allowed after the closing date for the submission of Tenders.
6. Tenderers do not have the right to withdraw their Tenders or any part thereof after the closing date for the submission of Tenders. If a Tender or any part thereof is withdrawn after this date, the Tenderer shall be subject to penalties and in particular to:
  - a. Declaration of the Tenderer in default and deprivation of all of its rights to the Award of the Contract,

- b. The penalties provided for by the Law and the Regulations regarding participation in future tender procedures leading to the award of a public contract.

## **8.2 Format of Tenders**

1. Tenders must be drawn up in the manner, order, numbering and format determined in the Tender Documents, must be submitted within a single sealed envelope or package, and must be written in the language specified in paragraph 2.14. Manuals, if any, accompanying the Technical Offer may be submitted in the English language.
2. The outer envelope or package of each Tender must be clearly marked with the following:
  - The word “**TENDER**” in block capitals.
  - The full title of the Contracting Authority.
  - The reference number of the tender procedure.
  - The title of the tender procedure.
  - The closing date for the submission of Tenders.
  - The data of the sender.
3. Tenders must not bear any irregular corrections (erasures, deletions, additions etc.). If there are corrections, additions etc., these should be initialled by the Tenderer or its Representative.
4. The single Tender envelope contains two (2) Sub-envelopes with all the information pertaining to the Tender, as follows:
  - A. “Participation Credentials and Technical Offer Sub-envelope”, containing four (4) copies of the following:
    - i. The legalisation documents and all other necessary supporting documents for participation in the tender procedure.
    - ii. The Technical Offer Submission Form, fully and correctly completed in accordance with the Template (Form 6) given in the attached Appendix to the Tender Documents.
    - iii. The Technical Offer of the Tenderer, as specified in article 8.3 of Part A of the Tender Documents (and also supplied on a digital medium allowing copying of its contents).
  - B. “Financial Offer Sub-envelope”, containing four copies of the Tenderer’s Financial Offer, as specified in article 8.3 of Part A of the Tender Documents (and also supplied on a digital medium allowing copying of its contents).

The Tender Sub-envelopes shall be sealed and shall bear the marks of the main (outer) envelope.

One of the copies shall be labelled “ORIGINAL” and shall prevail over the other copies in the event of discrepancies between them.



Every page of the ORIGINAL copies contained in the Sub-envelopes must be initialled by the Tenderer or its Representative. In the case of bound documents, then it is allowed to only initial the first page and the last page.

If the technical data of the Tender, due to its large volume, cannot be placed in the main (outer) envelope, then they may be packaged separately and be submitted together with the main (outer) envelope, bearing the label “ANNEX TO THE TECHNICAL TENDER” and any other marks of the main (outer) envelope.

5. If any abbreviations are used anywhere in the Tender to denote technical or other concepts, then the Tenderer must provide their explanations in an accompanying table.
6. Any other format used to draw up the Tenders shall not be acceptable and such Tenders shall be rejected as inadmissible.

### **8.3 Contents of Sub-envelopes**

#### **8.3.1 Contents of “Participation Credentials and Technical Offer” Sub-envelope**

The “PARTICIPATION CREDENTIALS AND TECHNICAL OFFER” Sub-envelope contains the Participation Credentials and the Technical Offer.

##### **8.3.1.1 Participation Credentials**

The Participation Credentials are the legalisation documents which establish the right of the interested economic operator to submit a Tender pursuant to article 6 above, and comprise in particular the following:

1. ~~The Tender Guarantee of paragraph 6.2.4 which, if a bank guarantee, must be in the format of the relevant Template contained in the attached Appendix to the Tender Documents. A Tender Guarantee is not required.~~
2. For certifying the eligibility for participation in accordance with paragraph 6.1, one of the following:
  - a. If the Tenderer is a legal person, proof of its establishment.
  - b. If the Tenderer is a consortium of natural and/or legal persons, the above supporting documents should be submitted for each legal person participating in the consortium. A Cooperation Agreement, signed by all participants in the consortium, should also be submitted, stating:
    - (i) The intention of each participant to participate in the consortium,
    - (ii) The participation rate of each member in the consortium,
    - (iii) The consortium member to act as the leader of the consortium, and
    - (iv) The person appointed as Representative of the consortium.
3. For certifying the personal situation of the Tenderer in accordance with paragraph 6.2.1, the Solemn Declaration Certifying the Tenderer’s Personal Situation, a template for which is contained in the Appendix to the Tender Documents (Form 1), duly completed and signed.

4. For certifying the Economic and Financial Standing of the Tenderer in accordance with paragraph 6.2.2, the relevant Table, a template for which is contained in the Appendix to the Tender Document (Form 2), duly completed and accompanied by copies or extracts of the audited financial statements for the last three (3) financial years, where the Tenderer is obliged to publish audited financial statements (where the publication of audited financial statements is required under the company laws of the country where the Tenderer is established) or a Statement of the respective required financial data of the Tenderer where the Tenderer is not obliged to publish audited financial statements.
5. For certifying the technical and professional ability of the Tenderer in accordance with paragraph 6.2.3, the following:
  - a. A statement providing general information about the following characteristics of the Tenderer as a minimum:
    - Business structure
    - Activity areas
    - Services provided
    - Facilities and equipment
  - b. A list of the personnel employed by the Tenderer under a permanent employment relationship, showing that the participation requirement specified in paragraph 6.2.3 item (1) is met, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 3).
  - c. A list of a maximum of ten (10) contracts, showing that the participation requirements specified in items (2) and (3) of paragraph 6.2.3 are met, which should be in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 3).
  - d. Information documenting the successful implementation of the contracts of paragraph 6.2.3 item (3), as follows:
    - If the Employer is a Public Entity, a relevant certificate issued by the competent Public Authority.
    - If the Employer is a private entity, a certificate from that private entity or, failing this, a simple declaration by the Tenderer in which the data of the contact person at the entity where the contract was executed must be given.
  - e. Detailed CVs of the key experts (as defined in paragraph 5.1 of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS) of the Project Team in a standardised format, using the template contained in the Appendix to the Tender Documents (Form 4).
6. If the Project Team includes key experts (as specified in paragraph 5.1 of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS) who are not in the permanent employment of the Tenderer, declarations by these persons, stating that a relevant cooperation agreement with the Tenderer exists and that they accept the terms of the tender procedure.

7. If the Tenderer relies on the capacities of other entities within the meaning of paragraph 6.2.2 item (4) and/or paragraph 6.2.3 item (6), submission of the following supporting documents is required:
  - Declarations by these entities, whereby they shall guarantee to the Contracting Authority that, should the Tenderer be appointed Contractor, they shall place at its disposal the necessary resources as appropriate (Form 12).
  - The declaration of paragraph 8.3.1.1 item (3).

It is understood that in such a case, the supporting documents of paragraph 8.3.1.1 items (4) and (5) should also include the documents concerning these entities, depending on the resources made available. In the event that the Tenderer relies on the capacities of other entities and the Project Team includes key experts that are in the permanent employment of these other entities, then the submission of the declarations by these experts as requested by paragraphs 8.3.1.1.6 and 8.3.1.2.2.d above is not required.

8. Certification regarding the protection of employees, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 5).

Interested economic operators may obtain information on the obligations deriving from the provisions of the legislation on the protection of the employees and on working conditions currently in force in the Republic of Cyprus and applicable to the place of execution of the Contract Scope, from the Website of the Department of Labour Inspection ([www.mlsi.gov.cy/dli](http://www.mlsi.gov.cy/dli)).

9. Tenderers must submit the originals of the supporting documents required or photocopies.
10. The Contracting Authority may request Tenderers to clarify the supporting documents submitted or supply any information missing from them. Tenderers in this case are obliged, under penalty of disqualification, to supply such missing information within five (5) working days from the day on which they are requested to do so. Information submitted after the specified deadline for submission of Tenders which should have accompanied the Tender, is not to be considered as clarification or supplement and therefore it is not allowed.

### **8.3.1.2 Technical Offer**

The Technical Offer shall comprise two Sections:

- a. Section A, which concerns the Approach and Methodology for the Implementation of the Contract Scope,
- b. Section B, which concerns the proposed Project Team,

and shall also be accompanied by the Technical Offer Submission Form, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 6), duly completed.

1. Section A shall contain the following parts:
  - a. UNDERSTANDING THE REQUIREMENTS OF THE CONTRACT

Detailed description of the way in which the Tenderer intends to approach the implementation of the Contract Scope, from which it should be established that the Tenderer understands:

- The requirements of the Contract, as these derive from the Terms of Reference and Technical Specifications of Annex II of the Tender Documents,
  - The critical issues which are related to the achievement of the objectives of the Contracting Authority,
  - The risks and assumptions which may affect the smooth implementation of the Contract Scope. It is understood that reference to such risks or assumptions shall not make such risks and assumptions a part of the Contract and shall not change the rights and obligations of the parties as these derive from the Contract.
- b. STRATEGY FOR IMPLEMENTATION OF THE CONTRACT SCOPE
- Detailed description of the methodology that the Tenderer intends to adopt for implementing the Contract Scope, with emphasis on quality assurance procedures, existing know-how and the tools to be used for the provision of the requested services.
  - Appropriate description and breakdown of the Contract Scope into activities and work packages to support the execution of activities.
  - Statement regarding the subcontractors that the Tenderer intends to use and the precise part of the Contract Scope that they shall implement.
2. Section B shall contain:
- a. A detailed description of the organisational structure of the Project Team and of the roles/duties of its members.
  - b. Presentation of the Project Team, by completing the relevant Table contained in the Appendix to the Tender Documents (Form 7).
  - c. CVs of the other experts participating in the Project Team (as specified in paragraph 5.1 of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS of the Tender Documents) in a standardised format, using the template contained in the Appendix to the Tender Documents (Form 4). The CVs of the other experts shall be taken into account in the evaluation of the Organisational Effectiveness of the Project Team mentioned in Form 9.
  - d. If the Project Team includes other experts (as specified in paragraph 5.1 of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS) who are not in the permanent employment of the Tenderer, declarations by these persons should be submitted, stating that a relevant cooperation agreement with the Tenderer exists and that they accept the terms of the tender procedure.

### **8.3.2 Contents of “Financial Offer” Sub-envelope**

1. The “FINANCIAL OFFER” sub-envelope shall contain, duly completed, the Financial Offer Form, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 8).

2. In every case of services for which entry of a price in the Financial Offer Form has been omitted, it shall be deemed that the corresponding price is included in the other prices of the Form and the Contractor shall not be entitled to seek remuneration for these services.
3. In the case of an accounting discrepancy between the unit rate and the total price, the unit rate shall prevail.
4. The rates and the total price of the offer shall be denominated in the currency specified in paragraph 2.15. Prices shall be quoted exclusive of VAT.
5. In completing the Financial Offer Form, the Tenderer must take into account the deductions, if any, made under the law, and all other expenses required for meeting its obligations, as well as its expenses and profit.
6. The prices offered must be inclusive of the duties and taxes payable, and of the contributions, if any, levied under European Union laws on imported products. The prices offered shall be deemed final and shall not be affected by any variations of the aforementioned taxes, duties and/or contributions.
7. Submission of the Financial Offer in any other way whatsoever will result in its rejection.
8. If the price offered does not result clearly from the Financial Offer, the Tender shall be rejected as inadmissible.

## **9. CONDUCT OF THE TENDER PROCEDURE**

### ***9.1 Opening of Tenders***

1. Opening of the Tenders submitted, or sent and received, within the specified time limit, shall be carried out by authorised persons, as soon as possible after expiry of the deadline for the submission of Tenders specified in paragraph 2.17, in the manner provided for in the Regulation.
2. The authorised persons shall number the Tenders and shall enter them in a special form.
3. The Competent Body shall open the “PARTICIPATION CREDENTIALS AND TECHNICAL OFFER” Sub-envelope, and shall initial every sheet of the original copy of the participation credentials and of the original copy of the Technical Offer.
4. Assessment and evaluation of Technical Offers is carried out for the Tenders that have not been rejected in the stage of verification of the participation credentials.
5. Opening of the “FINANCIAL OFFER” Sub-envelope shall take place for the Tenders that have not been rejected in the technical evaluation stage.

### ***9.2 Verification of eligibility and requirements for participation***

1. After the opening of the “PARTICIPATION CREDENTIALS AND TECHNICAL OFFER” Sub-envelope, the Competent Body shall first verify the correctness and completeness of the submitted supporting documents, as well as the fulfilment of the requirements for participation, as per the specific provisions of Article 6 and paragraph 8.3.1.1, and shall enter the results of this verification in a special form.

2. If the verification procedure establishes that there are Tenders which do not meet the requirements for participation as required by the Tender Documents, then the Contracting Authority, through its Competent Body, shall reject these Tenders.
3. As regards the Tenders which, as a result of the verification of the eligibility and requirements for participation, have not been found to be admissible, their Technical Offers shall not be evaluated, their Financial Offer Sub-envelopes shall not be opened, and shall be returned by the Contracting Authority to the Tenderers after signature of the Contract.

### **9.3 Evaluation of Technical Offers**

1. As regards the Tenders that have been found to be admissible in the stage of verification of the participation credentials, the Competent Body shall proceed to assess their Technical Offers in order to establish their completeness, as per the provisions of paragraph 8.3.1.2, and determine whether or not they meet the requirements and specifications of the Contract Scope, as described in detail in Annex II of the Tender Documents, also taking into account the provision of paragraph 3.2 item (3), and shall enter in a special form any Offers which it deems should be rejected, detailing for each one of them the exact grounds for rejection.
2. After the conclusion of the above stage, the Competent Body shall proceed to mark the admitted Tenders, in accordance with the criteria of the relevant Table contained in the Appendix to the Tender Documents (Form 9).
3. The mark given to each individual criterion:
  - Is set to a maximum of 100 points for cases where all the requirements of the Contract Scope are met in the best possible way, and
  - may be lowered down to sixty (60) points in cases where the requirements of Annex II of the Tender Documents are not fully met, provided that the Tender has been already found to be admissible and that the deviations have been found to be minor, within the meaning of paragraph 3.2 item (3). It is understood that deviations in the coverage of mandatory terms, as well as full coverage thereof, shall be examined separately for each criterion and shall be documented in detail by the Competent Body on a special form.

Each member of the Competent Body shall mark every criterion by giving a mark to it.

4. The mark of each individual criterion shall result from the average of the marks given by the members of the Competent Body, which shall be weighted using the weighting factor for that particular criterion and rounded to 2 decimal digits.
5. By adding the weighted mark of every individual criterion within each group of criteria, the total mark of that group is obtained.
6. The final technical evaluation mark (T) is the sum of the marks of the groups of criteria.
7. The final Technical Offer marks will be entered in a special form by the Competent Body, with adequate justification of the mark.

### **9.4 Evaluation of Financial Offers**

1. For the purposes of the financial evaluation, the Competent Body shall verify the contents of the Financial Offers, to determine the degree to which they meet the requirements of the Tender Documents and more particularly the terms of paragraph 8.3.2.
2. If the verification procedure establishes that there are Tenders which do not satisfy the relevant terms and conditions as required by the Tender Documents, then the Contracting Authority, through its Competent Body, shall reject these Tenders.
3. Where the prices of the Financial Offer are expressed in foreign currency these shall be converted, for the purposes of evaluation and price comparisons, to Euro, using the Foreign to Euro exchange rate (sale price), as given by the Central Bank on the closing date for the submission of Tenders. When the closing date for the submission of Tenders is a bank holiday, then the exchange rate of the working day which immediately precedes the closing date shall be used.
4. Evaluation of the Financial Offers shall take place on the basis of current prices. Marking of the Financial Offers of Tenderers shall be made on the basis of the revised Financial Offer amounts, as these shall be obtained after the above conversion.
5. Where the Competent Body considers a Financial Offer to be abnormally low, then, before rejecting it, the Competent Body must request in writing the Tenderer to supply, within ten (10) days of being requested to do so, those clarifications about the composition of its Offer which the Competent Body may deem advisable, as per the provisions of article 61 of Law 12(I)/2006. The Competent Body shall examine the clarifications and shall decide whether to accept them or reject the Offer.
6. For marking the Financial Offers which will be found to be admissible in accordance with the above, the relative cost C of each Tender is calculated by applying the formula below:

$$C = \frac{\textit{Financial Offer of Lowest Bidder}}{\textit{Financial Offer under Evaluation}} \times 100$$

where the Financial Offer under Evaluation is defined as the total amount for which the Tenderer intends to implement the Contract, and the Financial Offer of Lowest Bidder is defined as the price of the Tender with the lowest Financial Offer.

### **9.5 Clarifications on the Tenders**

1. After submission and opening of the Tenders and until Awarding of the Contract, no clarification, modification or rejection of a term of the Tender Documents or of the Tender shall be admitted.
2. However, the Contracting Authority may, if the Competent Body finds it necessary, request a Tenderer to provide clarifications regarding the contents of its Tender, throughout the evaluation procedure described in the present article. In such a case, the provision of clarifications is mandatory for the Tenderer and is not considered to be a counter-offer.

3. Clarifications of this type shall be delivered to the Contracting Authority in writing, within a reasonable period of time which it shall set on a case-by-case basis, such period not being less than three (3) working days.
4. From the clarifications supplied by Tenderers in accordance with the above, only those concerning the issues for which they were requested shall be taken into account.

## **9.6 Conclusion of the Evaluation**

1. After the conclusion of the financial evaluation, the Competent Body shall proceed to establish the final ranking of Tenders in decreasing order of their final mark:

$$L = T * 70\% + C * 30\%$$

where:

T = the Technical Offer evaluation mark, and

C = the relative cost of the Financial Offer.

2. The Tender with the highest mark L shall be considered to be the most advantageous Tender.
3. In cases where the marks of two or more Tenders are the same, these Tenders are ranked in decreasing order of their Technical Offer mark.

## **10. CONCLUSION OF THE TENDER PROCEDURE**

### **10.1 Award of Contract**

The Contract is awarded to the Tenderer whose Tender is found, after the conclusion of the evaluation procedure, to be the most economically advantageous tender.

### **10.2 Notification of the results of the tender procedure**

1. The Contracting Authority shall inform the candidate Contractor of the Award Decision.
2. The Contracting Authority shall inform by letter all Tenderers, in the event that the tender procedure is cancelled. In all other cases the Contracting Authority shall notify the unsuccessful Tenderers of the decision taken and of the reasons for it.
3. The Contracting Authority shall notify to every disqualified Tenderer who submits a relevant application, within a deadline of fifteen (15) days of receipt of such application, the reasons for which its Tender was rejected and, where the Tenderer has submitted an admissible Tender, the key features and advantages of the selected Tender, as well as the name of the contractor, with due observance of the provisions of the Law.



### **10.3 Cancellation of the tender procedure**

1. The tender procedure may be cancelled before the specified deadline for the submission of Tenders for specific and justified reasons, by decision of the Contracting Authority.
2. Cancellation of the tender procedure after expiry of the deadline for the submission of Tenders may be decided where one or more of the following conditions apply:
  - a. When no Tender has been submitted within the specified deadline,
  - b. When the terms of the Tender Documents contain terms or technical specifications and it is established that these cannot be met by any of the Tenderers or that these specifications lead exclusively to a specific economic operator,
  - c. When the prices of all Tenders meeting the terms and the technical requirements of the Tender Documents are unrealistic or appear to be the product of collusion between the Tenderers, resulting in the circumvention of healthy competition,
  - d. When the circumstances under which the tender procedure was announced have changed to such an extent that the scope of the tender procedure is no longer necessary, or
  - e. In the event of any other serious unforeseeable cause, which the Competent Body deems to be justified.
3. The interested economic operators / Tenderers do not maintain and shall waive any claim against the Contracting Authority on account of such cancellation, if any, without prejudice to the rights defined in paragraph 3.3 above.

### **10.4 Drawing up and signature of the Agreement**

1. To draw up the Agreement, the Contracting Authority shall use Part B “Agreement and Special Conditions of Contract” of the Tender Documents, where it shall enter the appropriate information.
2. The Tenderer who has been awarded the Contract is obliged to present himself, within a period of twenty (20) days of receipt of the relevant invitation of the Contracting Authority, for signing the relevant Agreement. If the aforementioned deadline expires and the Tenderer has not presented himself to sign the Agreement, then the Tenderer shall be declared in default of the Award made to him and of all rights deriving from it.
3. In such a case, the Contracting Authority has the right to refer the matter back to the Competent Body, with a view to awarding the Contract to the Tenderer who has submitted the next, as per the ranking of paragraph 9.6 item (1), Tender which meets the terms and specifications of the tender procedure. This right may be exercised provided that the renewal of the validity of the Tender of the Tenderer who has submitted the next Tender meeting the terms and specifications of the tender procedure is ensured, for a specific period of time, under the same terms as previously applicable.
4. The Tenderer who has been awarded the Contract is obliged to present himself for signing the Agreement, also producing the following items:

- a. The certificates contained in the relevant Table (Form 10) of the Appendix to the Tender Documents, to confirm that the participation requirements under items (a), (b), (c), (d) and (f) of paragraph 6.2.1 have been met,
  - b. In the case of a legal person or a consortium, the authorisation documents for the person who shall sign the Agreement,
  - c. In the case of a consortium of persons, a final Cooperation Agreement determining the participation rate of each member in the consortium, the legal representative of the consortium and the consortium member to act as the leader of the consortium. It is understood that this information cannot be different from that defined in the cooperation agreement of paragraph 8.3.1.1 item (2.b).
5. The stamp duties of the Agreement to be signed shall be fully borne by the Contractor.



## **CYPRUS ENERGY REGULATORY AUTHORITY**

**TENDER FOR THE PROVISION OF CONSULTANCY SERVICES FOR SUPPORTING THE RELEVANT ACTIVITIES OF CERA DURING AND AFTER THE IMPLEMENTATION OF THE APPROVED NEW TRADING AND SETTLEMENT RULES VERSION 2.0.0 MAY 2017 & THE FORTHCOMING AMENDMENTS TO THE TRANSMISSION AND DISTRIBUTION RULES**

### **PART B: AGREEMENT – SPECIAL CONDITIONS OF CONTRACT**

**TENDER PROCEDURE NO. 06/2017**

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## **PART B: AGREEMENT – SPECIAL CONDITIONS OF CONTRACT**

### **PREAMBLE**

The Cyprus Energy Regulatory Authority, having its headquarters in 81-83 Gr. Digeni Avenue, 3<sup>rd</sup> floor, 1080 Nicosia Cyprus (hereinafter “Contracting Authority”)

of the one part,

and

**<Business Name or Name and Surname of Contractor>**, having its registered office in **<postal address>**, **<name of town/city>** (hereinafter “Contractor”), legally represented by **<name and surname, capacity>**

of the other part,

following a tender procedure no. **<reference number of tender procedure>** for the award of the Contract for **<contract title>** which was awarded pursuant to award decision no. **<award decision number>**,

have agreed as follows.

### **1. STRUCTURE OF THE CONTRACT**

1. It is explicitly agreed that the Contract consists of the following documents, which form integral parts of it:
  - a. The present Agreement.
  - b. Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS
  - c. Annex I. GENERAL CONDITIONS FOR SERVICE CONTRACTS
  - d. The Contractor’s Tender as submitted on **<date of submission of tender>** and any correspondence relating thereto between the Contracting Authority and the Contractor.

In the case of differences between the above parts, their provisions shall be applied according to the above order of precedence.

### **2. CONTRACT SCOPE**

1. By the present Contract, the Contractor undertakes to provide Consultancy Services for supporting the relevant activities of CERA during and after the implementation of the Approved new Trading and Settlement Rules Version 2.0.0 May 2017 & the forthcoming Amendments to the Transmission and Distribution Rules, in accordance with the terms and conditions laid down in the Contract.
2. The present Contract is a Global Price Contract in the meaning of the respective definition given in article 1 of Annex I. GENERAL CONDITIONS OF CONTRACT.

### **3. CONTRACT VALUE**

1. The Contract Value amounts to **<amount in words (amount in numbers)>** Euro, exclusive of VAT.
2. The Contract Value, which the Contractor deems legitimate, reasonable and adequate consideration for the performance of the Contract Scope, is inclusive of all types of costs which the Contractor shall or may require in order to meet its obligations, and of the Contractor's expenses and profit, including any fees of third parties, without any further charge whatsoever to the Contracting Authority.

### **4. ORGANISATION AND ADMINISTRATION OF CONTRACT IMPLEMENTATION**

1. The Contractor shall be fully responsible for the performance of the Contract Scope.
2. The Contracting Authority shall have the key responsibility of supervising and controlling the progress in the performance of the Contract Scope and the quality and completeness of the deliverables of the Contract.
3. Cooperation between the Contracting Authority and the Contractor in all stages of performance of the Contract Scope and until its final acceptance shall be an obligation of both parties.
4. The Project Manager on behalf of the Contracting Authority is Dr. Andreas Poullikkas, Chairman of CERA.

### **5. DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION**

1. The present Contract shall enter into effect as of the time of its signature.
2. The date of commencement of the performance of the Contract Scope shall be the date the Contract is signed.
3. The period of implementation of the Contract Scope shall be until the 1<sup>st</sup> of February 2020 from the date of commencement, and the periods for implementation of the individual deliverables and their delivery times shall be as stated in the Tender and in Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS.
4. Implementation of the individual activities, as required in each case, and delivery of the individual deliverables of the Contract may be varied in time in accordance with the procedures in force, following mutual agreement and on condition that the overall period of implementation of the Contract does not change.
5. The present Contract shall cease to be in effect upon the final acceptance of all services and activities included in the Contract Scope or at an earlier time, should the Contractor perform and the Contracting Authority accept the aforementioned services and activities at an earlier time, or if the need arises to apply the articles on termination of the Contract of Annex I. GENERAL CONDITIONS OF CONTRACT.

## 6. REPORTS

The Contractor is obliged to draw up and submit the Reports specified in Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS.

## 7. CONDITIONS AND PROCEDURE FOR PAYMENT

1. Payments shall be made in Euros into the bank account notified by the Contractor to the Contracting Authority in accordance with article 18.1 of Annex I. GENERAL CONDITIONS OF CONTRACT.
2. The payments shall be made in accordance with the following schedule, subject to the provisions of articles 18 and 19 of Annex I. GENERAL CONDITIONS OF CONTRACT:
  - a. 1<sup>st</sup> instalment equal to five percent (5%) of the Contract Value, after acceptance by CERA of the 1<sup>st</sup> deliverable as analysed in Annex II Terms of Reference – Technical Specifications.
  - b. 2<sup>nd</sup> instalment equal to thirty percent (30%) of the Contract Value, after acceptance by CERA of the 2<sup>nd</sup> deliverable as analysed in Annex II Terms of Reference – Technical Specifications.
  - c. 3<sup>rd</sup> instalment equal to thirty percent (30%) of the Contract Value, after acceptance by CERA of the 3<sup>rd</sup> deliverable as analysed in Annex II Terms of Reference – Technical Specifications.
  - d. 4<sup>th</sup> instalment equal to ten percent (10%) of the Contract Value, after acceptance by CERA of the 4<sup>th</sup> deliverable as analysed in Annex II Terms of Reference – Technical Specifications.
  - e. 5<sup>th</sup> instalment equal to five percent (5%) of the Contract Value, after acceptance by CERA of the 5<sup>th</sup> deliverable as analysed in Annex II Terms of Reference – Technical Specifications.
  - f. 6<sup>th</sup> instalment equal to five percent (5%) of the Contract Value, after acceptance by CERA of the 6<sup>th</sup> deliverable as analysed in Annex II Terms of Reference – Technical Specifications.
  - g. 7<sup>th</sup> instalment equal to ten percent (10%) of the Contract Value, after acceptance by CERA of the 7<sup>th</sup> deliverable as analysed in Annex II Terms of Reference – Technical Specifications.
  - h. Final instalment equal to five percent (5%) of the Contract Value, after final acceptance of the entire Contract Scope and the finalization of the 6 months support after the market opening to CERA.

## **8. PENALTIES FOR DELAY**

1. In the event of a delay in the performance of work or in the submission of a deliverable under the Contract for which the Contractor is responsible, a Penalty for Delivery Delay shall be imposed.
2. Such penalty shall amount to a per cent rate of zero point one percent (0,1%) of the Contract Value, for every day of delay of delivery.
3. Any penalties imposed by the Contracting Authority in accordance with the above paragraphs shall be withheld from the next payment to the Contractor or, if such payment is insufficient, shall be collected through forfeiture of an equivalent amount of the Performance Guarantee and/or Advance Payment Guarantee.
4. In the event that the delivery periods set have been exceeded and the penalties for delay imposed in connection therewith have reached in total ten per cent (10%) of the Contract Value, the Contracting Authority may declare the Contractor in default and terminate the Contract, the specific provisions of Annex I. GENERAL CONDITIONS OF CONTRACT applying.

## **9. TAX AND CUSTOMS ARRANGEMENTS**

The Contract shall not be exempted from duties and taxes, including also VAT.

## **10. SETTLEMENT OF DISPUTES**

The dispute settlement procedure of article 25 of Annex I. – GENERAL CONDITIONS OF CONTRACT shall apply.

## **11. LAW AND LANGUAGE OF THE CONTRACT**

1. All matters not covered by the Contract shall be governed by the legislation of the Republic of Cyprus.
2. The language of the Contract and of all written communications between the Contractor and the Contracting Authority shall be the English language.

## **12. COMMUNICATION BETWEEN THE PARTIES**

Any written communication relating to the present Contract between the Contracting Authority and the Contractor must state the Contract title and the reference number of the tender procedure, and must be sent by post, electronic mail or facsimile as follows:

- a. If addressed by the Contractor to the Contracting Authority, to the postal address CERA P.O.Box 24936, 1305 Nicosia Cyprus or to the electronic mail address [regulator.cy@cera.org.cy](mailto:regulator.cy@cera.org.cy) or, if sent by facsimile, to +35722667763.



- b. If addressed by the Contracting Authority to the Contractor, to the postal address **<postal address>** or to the electronic mail address **<electronic mail address>** or, if sent by facsimile, to **<facsimile number>**.

Drafted in three originals, where two originals are intended for the Contracting Authority and one for the Contractor, and signed on **<day>**, **<XX/XX/20XX>**.

**For and on behalf of the Contracting Authority:**

Witnesses:

Signature: .....

1. Signature: .....

Title: .....

Name: .....

Name: .....

2. Signature: .....

Name: .....

**For and on behalf of the Contractor:**

Witnesses:

Signature: .....

1. Signature: .....

Title: .....

Name: .....

Name: .....

2. Signature: .....

Name: .....



## **CYPRUS ENERGY REGULATORY AUTHORITY**

**TENDER FOR THE PROVISION OF CONSULTANCY SERVICES FOR SUPPORTING THE RELEVANT ACTIVITIES OF CERA DURING AND AFTER THE IMPLEMENTATION OF THE APPROVED NEW TRADING AND SETTLEMENT RULES VERSION 2.0.0 MAY 2017 & THE FORTHCOMING AMENDMENTS TO THE TRANSMISSION AND DISTRIBUTION RULES**

### **ANNEX I: GENERAL CONDITIONS OF CONTRACT**

**TENDER PROCEDURE NO. 06/2017**

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# **ANNEX I: GENERAL CONDITIONS OF CONTRACT**

## **PRELIMINARY PROVISIONS**

### ***Article 1 – Definitions***

1. The following definitions shall apply to the Contract:

#### **ADMINISTRATIVE ORDER**

Any written or verbal instruction or order issued by the Project Manager to the Contractor regarding the performance of the services.

#### **CONTRACT**

The signed agreement entered into by the Contracting Authority and the Contractor for the performance of the Contract Scope, together with all attachments thereto and all documents incorporated therein, including the present General Conditions.

#### **CONTRACTING AUTHORITY**

The Government or the Local Authority or the organisation governed by public law or the association of one or more such organisations concluding the Contract, or on behalf of which the contract is concluded with the Contractor.

#### **CONTRACTOR**

The natural or legal person or the consortium of natural and/or legal persons entering into an agreement with the Contracting Authority for performing the services.

#### **CONTRACT SCOPE**

The provision by the Contractor of all the services under the contract.

#### **CONTRACT VALUE**

The amount specified in article 3 of the Special Conditions.

#### **DAY**

Calendar day.

#### **FEE-BASED / LABOUR-BASED CONTRACT**

A contract whereby services are provided for an agreed fee per working day, week or month, for each category of personnel employed.

#### **GENERAL DAMAGES**

The amount, not stated previously in the Contract, which is awarded by a Court or determined by arbitration procedure, or agreed between the parties, as compensation payable to the injured party in the event of breach of contract by the other party.

### **GLOBAL PRICE CONTRACT**

A contract whereby services are provided for a total agreed price, or for individual agreed prices for the individual services under the total Contract Scope.

### **LIQUIDATED DAMAGES OR PENALTY CLAUSE**

The compensation specified in the Contract as being payable by one contracting party to the other for failure by the latter to fulfil their obligations as set out in the Contract.

### **MONTH**

A calendar month.

### **PROJECT MANAGER**

The natural or legal person responsible for monitoring the implementation of the Contract and for handling the Contract on behalf of the Contracting Authority.

### **REGULATIONS**

The Regulations of 2004 (KDP 115/2004) on the Execution of Public Contracts (Supplies, Works and Services), including any amendments thereto.

### **SERVICES**

The activities to be performed by the Contractor under the Contract, such as advisory support, technical assistance, development of studies, compilation of manuals, education and training, maintenance or supervision.

### **TERMS OF REFERENCE**

The document (Annex II of the Tender Documents), prepared by the Contracting Authority, which defines its requirements and/or objectives in respect of the requested provision of services and specifies, where necessary, the methods and resources to be used by the Contractor and/or the results to be achieved.

2. Where the Contract provides for time limits or periods of time, these shall start from the day following the day on which the action or event which serves as the starting point of such a period occurs. Should the last day of the period fall upon a non-working day, then the period shall expire at the end of the first working day following the last day of the period.
3. The headings and titles in the present General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the Contract.
4. Were the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

### ***Article 2 – Notices and Written Communications***

1. Whenever there is a deadline for the receipt of a written communication, the sender shall

take all necessary measures to ensure timely receipt of the communication.

2. Any notice, consent, approval, certificate or decision by any person required under the Contract shall be in writing, unless otherwise specified in the Contract.
3. Any verbal instructions or orders shall take effect as of their transmission and shall be subsequently confirmed in writing.

### ***Article 3 – Ownership - Intellectual and Property Rights***

1. All Contract deliverables, interim and final reports, and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, as well as any and all other relevant document or material acquired, compiled or prepared by the Contractor in the execution of the Contract, shall be treated as confidential and shall be the absolute property of the Contracting Authority. The Contractor is obliged to deliver all such documents and data to the Contracting Authority upon completion of the Contract.
2. The Contractor may retain copies of such documents and data, but is not allowed to use them for purposes other than the purposes of the Contract.
3. Any results or rights thereon, including copyright and other intellectual and industrial property rights obtained in the execution of the Contract, shall become the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.
4. The Contractor shall defend itself, at its own expense, against infringements or alleged infringements which may be reported by third parties with regard to patents, plans, intellectual property or trade secrets and, in the event that the Contracting Authority is prevented from using the Contract deliverables on account of such a reason, shall modify or replace the deliverables at its own expense, without prejudice to the provisions of Article 21.

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

### ***Article 4 – Obligations of the Contracting Authority***

1. The Contracting Authority shall provide to the Contractor as soon as possible any information and/or documentation at its disposal which may be relevant to the execution of the Contract. If this information is contained in documents, such documents shall be returned to the Contracting Authority at the end of the period of execution of the Contract.
2. The Contracting Authority shall co-operate with the Contractor for providing information which the latter may reasonably request in order to execute the Contract.
3. In discharging their duties, the Project Manager and all persons authorised by him or by the Contracting Authority must not divulge to any person other than those entitled to know, any information which they have obtained in the course and on occasion of the execution of the

Contract and which refers to technical or commercial matters or to work or production methods of the Contractor.

4. The Contracting Authority shall inform its employees, agents and representatives of all such instructions or information as may be necessary or appropriate to facilitate prompt and effective performance of the services by the Contractor.
5. The Contracting Authority shall provide to the Contractor, if the latter so requests, information in connection with securing copies of laws, regulations and information on personnel insurance and the protection of employees, on local customs, taxation, orders or by-laws of the Republic of Cyprus, which may affect the Contractor in the performance of its obligations under the Contract.
6. In the event that the Terms of Reference provide that all or part of the Services shall be provided by the Contractor at premises of the Contracting Authority, the latter undertakes to:
  - Secure adequate office space for the Contractor's personnel, in accordance with the commonly acceptable standards on working conditions.
  - Ensure the access of the Contractor's personnel to the work area, at such days and times as provided for in the Terms of Reference.

## **OBLIGATIONS OF THE CONTRACTOR**

### ***Article 5 – Assignment***

1. An assignment is any agreement whereby the Contractor transfers the Contract or part thereof to a third party.
2. The Contractor cannot assign the present Contract or any part thereof, or any of the Contractor's rights or obligations or interests thereunder, without the prior written consent of the Contracting Authority.
3. Approval of an assignment by the Contracting Authority presupposes that the third party to which such assignment is made meets the eligibility criteria which applied to the award of the Contract. To allow the Contracting Authority to check that the eligibility criteria are met, the Contractor must submit all necessary data and information concerning such third party.
4. Approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the Contract already executed or for the part not assigned.
5. The Contracting Authority reserves the right to request that the third party to which the Contract is assigned also assume the obligations for the part of the Contract already executed.

### ***Article 6 – Subcontracting***

1. To implement the Contract Scope, the Contractor is limited to using the subcontractors identified in its tender for the corresponding part of the Contract Scope as stated in the

Contractor's tender for each such subcontractor.

2. The Contractor may exceptionally, after the Contract has been signed, enter into a new subcontract or replace a subcontractor identified in its tender, or undertake itself the part of the Contract Scope which it had stated in its tender that would be implemented by a subcontractor, after obtaining the prior written authorisation of the Contracting Authority.
3. In connection with the requirement for authorisation by the Contracting Authority under paragraph 2, the Contractor must notify the Contracting Authority of the parts of the Contract Scope which it intends to assign to the subcontractor, giving details of its identity, and also submit written documentation demonstrating that the subcontractor is capable of responding to the obligations which it shall assume.
4. The Contracting Authority shall, within forty (40) days of receipt of the relevant application, notify the Contractor of its decision, giving full justification in case such authorisation is denied.
5. It is understood that approval of such application by the Contracting Authority shall not relieve the Contractor of any of its obligations under the Contract.
6. Any change of subcontractor without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.
7. It is understood that the part of the Contract Scope assigned to a subcontractor by the Contractor cannot be assigned to third parties by the subcontractor.
8. Subcontractors do not enter into any contractual relation with the Contracting Authority.
9. The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of its own, its agents or employees.
10. If a subcontractor is found by the Contracting Authority or by the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Contractor forthwith, either to provide a new subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to undertake itself the performance of the services.

### ***Article 7 – Warranties***

1. The Contractor shall respect and abide by all laws and regulations in force in the Republic of Cyprus and shall ensure that its personnel, its dependants, and any of its subcontractors or associates also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and dependants, of such laws and regulations.
2. The Contractor warrants to the Contracting Authority that the Contract Scope shall be performed in accordance with the terms and conditions of the Contract, the technical rules



and the internationally recognised standards applicable to the modern methods for the provision of the specific services, shall have all the properties and features provided for in the present Contract and shall meet the specifications, results and properties as specified in the Tender Documents or as allowed to be defined by the Contracting Authority during the execution of the Contract.

3. The Contractor shall comply with the Administrative Orders given by the Project Manager. Where the Contractor considers that the requirements of an Administrative Order exceed the authority of the Project Manager or the scope of the Contract, it shall notify in writing the Contracting Authority, justifying its opinion, within 30 days of receipt of such Administrative Order. Execution of the Administrative Order shall not be suspended because of this notice.
4. The Contractor is obliged to provide the Contracting Authority or the Project Manager or any person authorised by the Contracting Authority with evidence regarding the execution of the Contract as well as with any information concerning the Contract Scope.
5. In cases of contracts the control of which, in accordance with the European Law, falls within the jurisdiction of the European Commission or the European Court of Auditors or the European Anti-Fraud Office or any other European body, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, both during the execution of the Contract and for a period of seven (7) years thereafter.
6. In cases of contracts the control of which, in accordance with the National Law, falls within the jurisdiction of the Superintendent of Internal Audit or the Auditor General or any other authorised body of the Republic of Cyprus, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, for such a period time as provided for by the provisions of the legislation in force.
7. If the Contractor is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the Contract. The person designated by such consortium to act on its behalf for the purposes of this Contract shall have the authority to bind the consortium.
8. Any change in the composition of the consortium without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.

### ***Article 8 – Confidentiality - Secrecy***

1. All documents, data and information which the Contractor receives from the Contracting Authority as part of its contractual obligations or of which it becomes aware on account of its contractual relation with the Contracting Authority or which are the result of studies, tests or research conducted during the Contract or for the purposes of the execution thereof, are confidential.

2. The Contractor is not entitled to publish or disclose such information and data to any third party, save only to the persons employed by it or associated with it who are directly involved with the contents of the Contract and with the performance of its Scope, and shall ensure that such employees are informed of and agree with the confidentiality obligation, the Contractor being further obliged to impose such obligation to its subcontractors, if any.
3. Should the Contractor be in breach of its obligation as above, the Contracting Authority reserves the right to terminate the Contract as per the provisions of Article 23 and seek payment for all losses which it estimates it may have suffered on account of the leak.
4. The Contractor shall not make any public statements regarding the Contract Scope or the Services that it provides without the prior authorisation of the Contracting Authority, and shall not engage in any activity which is in conflict with its obligations towards the Contracting Authority under the Contract. The Contractor shall not bind the Contracting Authority in any way without its prior written consent and shall clarify, where required, this obligation to third parties.
5. The Contractor shall not be subject to the obligations of the present Article as regards the know-how which it may acquire on account of the execution of the Contract Scope.

#### ***Article 9 – Code of Ethics***

1. The Contractor and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Republic of Cyprus.
2. If the Contractor or any of its subcontractors, personnel, agents or employees offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority, then the Contracting Authority may terminate the Contract, without prejudice to any accrued rights of the Contractor under the Contract.
3. The payments to the Contractor under the Contract shall constitute the only income or benefit it may derive in connection with the Contract, and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the Contract.
4. The Contractor shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used for the purposes of the Contract, without the prior written approval of the Contracting Authority.

#### ***Article 10 – Conflict of interests***

1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective execution of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or

emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the execution of the Contract must be notified in writing to the Contracting Authority without delay.

2. The Contracting Authority reserves the right to verify that such measures are adequate and may request that additional measures be taken, if this is considered necessary. The Contractor shall ensure that its personnel, including its Management, are not involved in a situation which could give rise to conflict of interests. The Contractor shall replace immediately and without compensation from the Contracting Authority any member of its personnel exposed to such a situation.
3. The Contractor shall refrain from any contact which would compromise its independence or that of its personnel. If the Contractor fails to maintain such independence, the Contracting Authority may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the Contract immediately.
4. Both during the implementation of the Contract and after its conclusion or termination, the Contractor shall be excluded from participation, in any capacity, in a contract or part thereof for services or supplies or works which may be derived from the executed Contract, which concerns the application of studies or specifications or other proposals that the Contractor was obliged to draw up and deliver under the present Contract, if the application of the particular studies or specifications or other proposals is not contained in the Contract Scope, unless a special written permission is granted by the Contracting Authority.

#### ***Article 11 – Protection of employees***

1. The Contractor must fulfil its obligations deriving from the provisions of the legislation in force in the Republic of Cyprus, in relation to the protection of its employees and to working conditions.
2. The Contractor is obliged to insure its personnel with the competent insurance organisations and maintain such insurance in effect throughout the execution of the Contract Scope, and shall ensure that its subcontractors shall do the same.
3. The execution of the Contract does not give rise to any legal relation between the Contracting Authority and the personnel of the Contractor engaged in the implementation of the Contract Scope. Nevertheless, the Contracting Authority undertakes that it shall take all appropriate measures for the protection and safety of the personnel of the Contractor and of its subcontractors in the event that implementation of the Contract Scope shall take place at its own premises, and especially that it shall advise the Contractor in writing of the peculiarities, if any, of its premises.

#### ***Article 12 – Replacement of personnel***

1. The Contractor shall not make changes to the personnel agreed under the terms of the Contract without notifying the Contracting Authority, which may oppose such a change on

the basis of the Contract.

2. The Contractor must on its own initiative propose the replacement of Project Team members in the following cases:
  - (a) In the event of death, illness or accident of a Project Team member.
  - (b) If it becomes necessary to replace a Project Team member for any other reasons beyond the Contractor's control (resignation etc.).
3. Moreover, in the course of the execution of the Contract and on the basis of a written and justified request, the Contracting Authority may request a replacement if it considers that a Project Team member is inefficient or does not perform its duties under the Contract.
4. Where a Project Team member must be replaced, the replacement must possess at least equivalent qualifications and experience. Where the Contractor is unable to provide a replacement with equivalent qualifications and/or experience, the Contracting Authority may either decide to terminate the Contract, if the due execution thereof is jeopardised, or, if it considers that this is not the case, accept the replacement, it being understood that an amendment of the Contract shall follow to reduce accordingly the Contract Value.
5. Any expenses which may be necessary due to the replacement of personnel are the responsibility of the Contractor. Where the Project Team member is not replaced immediately and sometime elapses before the new member assumes its duties, the Contracting Authority may request the Contractor to assign temporarily to the project another person pending the arrival of the new member, or to take other measures to compensate for such temporary absence.

## **IMPLEMENTATION OF CONTRACT SCOPE**

### ***Article 13 – Approval of Reports - Acceptance of Deliverables***

1. The approval by the Contracting Authority of the reports and deliverables prepared and submitted by the Contractor shall certify that they comply with the terms of the Contract.
2. The Contracting Authority shall inform the Contractor of its decision regarding the reports and/or deliverables it has received within fifteen (15) days of receiving them, giving reasons should it reject the reports and/or deliverables or request amendments. For the final report, the time limit is extended to twenty (20) days. If the Contracting Authority makes no comments on the reports and/or deliverables within the time limit, the Contractor may request their written acceptance. The reports and/or deliverables shall be deemed to have been approved by the Contracting Authority if it does not expressly inform Contractor of any comments within fifteen (15) days of receipt of such written request.
3. Where a report and/or deliverable is approved by the Contracting Authority subject to amendments to be made by the Contractor, the Contracting Authority shall prescribe a reasonable period of time for making the amendments requested.

4. Where the final progress report of a global price Contract is not approved, the dispute settlement procedure shall be automatically invoked.
5. Where the Contract is executed in stages-activities, the execution of each stage-activity shall be subject to the approval by the Contracting Authority of the preceding stage-activity, except in cases where the phases-stages-activities are carried out concurrently.

#### ***Article 14 – Amendment to the Contract***

1. Any amendment to the Contract must be of a form that shall not substantially impair competition, and should be specified in writing by way of an Addendum to the Contract, to be concluded under the same terms as the original Contract. If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least thirty (30) days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority
2. Prior to any administrative order for variation issued by the Contracting Authority, the Project Manager shall notify the Contractor of the nature and form of such variation. As soon as possible after receiving such notice, the Contractor shall submit to the Project Manager a written proposal containing:
  - The description of the service to be performed or of the measures to be taken and the programme for execution, and
  - Any necessary modifications to the programme of execution or to any of the Contractor's obligations under the Contract.
3. Following the receipt of the Contractor's proposal, the competent body of the Contracting Authority, in accordance with the Regulation applicable to the Contracting Authorities which are Government Services/Departments or the corresponding procedures specified for the other Contracting Authorities, shall decide as soon as possible whether or not the variation shall be carried out. If the variation is approved, then the Project Manager shall issue a relevant Administrative Order.
4. Upon receipt of the Administrative Order requesting the variation, the Contractor shall proceed to carry out the variation and in so doing shall be bound by the present General Conditions as if such variation were specified in the Contract.
5. No amendment shall be made retroactively.

#### ***Article 15 – Suspension of Execution***

1. The Contracting Authority shall be entitled to suspend performance of the Services or of any part thereof for such time and in such a manner as it may deem necessary.
2. If the period of suspension exceeds one hundred and twenty (120) days and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager,

request permission to resume the relevant activities within thirty (30) days or terminate the Contract.

3. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the Contract.
4. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may in addition refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.
5. The purpose of suspending the Contract for reasons attributed to the Contractor shall be to verify whether or not any alleged substantial errors and irregularities or fraud have indeed occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible.

## **PAYMENTS AND DEBT RECOVERY**

### ***Article 16 – Payments***

1. Upon commencement of the Contract, the Contractor shall notify in writing to the Contracting Authority the bank account to which it wishes the payments of the Contract Value to be made. In the event that a bank account has already been declared for the purposes of payments being made by the Government, a different account should not be declared unless the Contractor wishes his payments to be deposited in the future to a new account. For the purposes of such notification, or in the event that the bank account changes during the term of the Contract, the Contractor must use the Template given in the Appendix to the Tender Documents. The Contracting Authority reserves the right to oppose the Contractor's choice of bank account.
2. All payments made by the Contracting Authority into the above bank account shall have releasing effect.
3. The Contract Value shall be paid to the Contractor in the manner described in article 7 of the Special Conditions. The period of time between the time of commencement of the Contractor's right to remuneration, as such right is specified in article 7 of the Special Conditions, and the date on which the account of the Contracting Authority is debited, shall not exceed forty-five (45) calendar days.
4. The Contracting Authority may halt the countdown to the expiry of this deadline for any part of the invoiced amount disputed by the Project Manager, notifying the Contractor that that part of the invoice is not admissible, either because the amount in question is not due for payment or because the relevant report cannot be approved and the Contracting Authority considers the conduct of further checks to be necessary. In such cases, the Contracting Authority must not unreasonably withhold any non-disputed part of the invoiced amount, but may request clarifications, modifications or additional information, which must be supplied within thirty (30) days of the relevant request being made. The countdown to the expiry of

the deadline of the above paragraph (3) shall resume on the date on which the Contracting Authority shall receive a correctly formulated invoice.

5. When the above-mentioned deadline shall expire, the Contractor may, within two weeks of expiry of the deadline set for the overdue payment to be made, claim interest on the payment so overdue at the default rate specified by a decree of the Minister of Finance based on the "Uniform Public Default Rate Law of 2006".
6. Payment of the final balance shall be subject to the performance by the Contractor of all its obligations relating to the execution of all stages or parts of the Services and to the approval by the Contracting Authority of the final stage or part of the Services. Final payment shall take place only after the final report shall have been submitted by the Contractor and approved as satisfactory by the Contracting Authority.
7. If any of the following events occurs and persists, the Contracting Authority may, by written notice to the Contractor, suspend, in whole or in part, the payments due to the Contractor under the Contract:
  - The Contractor defaults in the execution of the contract.
  - Any other condition for which the Contractor is responsible and which, in the opinion of the Contracting Authority, interferes, or threatens to interfere, with the successful completion of the Contract.

#### ***Article 17 – Recovery of debts from the Contractor***

1. The Contractor shall repay any amounts paid in excess of the final certified value which are due to the Contracting Authority within forty-five (45) days of receiving a request to do so.
2. Any amount which the Contracting Authority has paid in excess of the Contractor's rights under the Contract, shall be repaid by the Contractor to the Contracting Authority within forty-five (45) days of receipt by the Contractor of the request for repayment.
3. Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may increase the amounts due by adding interest at the default rate specified by a decree of the Minister of Finance based on the "Uniform Public Default Rate Law of 2006".
4. Should the Contractor fail to make repayment of the initial amount and of any interest added in accordance with paragraph 3 within forty-five (45) days of expiry of the deadline of paragraph 2, the Contracting Authority may proceed to forfeiture of corresponding part of the Performance Guarantee.
5. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the right of the Contractor and the Contracting Authority to agree on repayment by instalments.
6. Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

## **BREACH OF CONTRACT – CONTRACT TERMINATION**

### ***Article 18 – Breach of contract***

1. The parties shall be in breach of contract when either one of them fails to discharge any of its contractual obligations.
2. Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:
  - Damages, and/or
  - Termination of the Contract for the reasons specified in Articles 23 and 24 of the present Annex.
3. Damages may be:
  - General damages, and/or
  - Liquidated damages.
4. In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any amounts due to the Contractor or call on the Performance Guarantee.
5. The Contracting Authority shall be entitled to compensation for any damage which comes to light after the Contract is completed in accordance with the law governing the Contract.

### ***Article 19 – Insurance – Indemnification***

1. At its own expense, the Contractor shall indemnify, protect and defend the Contracting Authority and its employees from and against all actions, claims, losses or damage arising from the execution of the Contract by the Contractor.
2. At its own expense, the Contractor shall, upon request of the Contracting Authority, remedy any defect in the performance of the services in the event of the Contractor's failure to perform its obligations under the contract, in accordance with the Regulation applicable to the Contracting Authorities which are Government Services/Departments or the corresponding procedures specified for the other Contracting Authorities.
3. The Contractor shall have no liability for actions, claims, losses or damage which the Contractor may prove, by presenting the true facts to the Contracting Authority, that they are caused by:
  - The Contracting Authority omitting to act on any justified recommendation of the Contractor, or requiring the Contractor to apply a decision or recommendation with which the Contractor justifiably disagrees or about which it is expressing serious and justified reservations,
  - Improper execution, by the employees or independent contractors of the Contracting Authority, of the Contractor's instructions which have been adopted by the Contracting Authority.



4. The Contractor shall remain responsible for any breach of its obligations under the Contract for such period after the Services have been performed as may be provided for by the legislation governing the Contract or specified in the Tender Documents.

#### ***Article 20 – Administrative and financial penalties to the Contractor***

1. In the event that Article 23 on termination of the Contract is applied, then, in addition to the provisions of the said Article, the Contractor may be deprived of the right to participate in future tender procedures, either permanently or for a specific period of time, in accordance with the provisions of the Regulation on Contracting Authorities which are Government Services/Departments or the corresponding procedures specified for the other Contracting Authorities
2. Additionally, in such a case the Contracting Authority shall proceed immediately to forfeiture of the Performance Guarantee. In the event that the damage suffered by the Contracting Authority exceeds the amount of the aforementioned guarantee, then the Contracting Authority shall reserve the right to take against the Contractor the legal or other measures which it considers necessary in order to redress the situation.
3. As regards penalties for delay, the specific provisions of the article 8 of the Special Conditions of Contract shall apply.

#### ***Article 21 – Termination by the Contracting Authority***

1. This Contract shall terminate automatically if it has not given rise to any payment within a period of one year after its signature by both parties.
2. Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the Contract.
3. In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving seven (7) days' notice to the Contractor, terminate the Contract in any of the following cases:
  - The Contractor fails substantially to fulfil its contractual obligations.
  - The Contractor does not comply within a reasonable time with the notice given by the Project Manager, whereby the Contractor is requested to make good every negligence or failure to perform its contractual obligations which seriously affects the proper execution of the Contract within the deadlines prescribed.
  - The Contractor refuses or neglects to carry out Administrative Orders given by the Project Manager.
  - The Contractor assigns the Contract or subcontracts a part thereof or replaces subcontractors without the authorisation of the Contracting Authority.

- The Contractor becomes bankrupt or is being wound up, is having its affairs administered by the Courts, enters into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning similar matters, or is in any analogous situation arising from a similar procedure provided for by the national legislation and/or regulations.
  - The Contractor has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*.
  - The Contractor has been guilty of grave professional misconduct, which may be proven by any means which the Contracting Authority can justify.
  - The Contractor has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the European Union and the Republic of Cyprus.
  - The Contractor undergoes organisational modifications involving a change of its legal form or of its nature, unless such modification has been recorded in an Addendum to the Contract.
  - It is found that the Contractor employs or is exploiting minors under the age of 15, in violation of articles 138 and 182 of the International Labour Convention.
  - Any other legal disability hindering execution of the Contract occurs.
4. In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving thirty (30) days' notice to the Contractor, terminate the Contract when the circumstances under which the tender procedure was announced was published have changed to such an extent that the scope of the contract is no longer necessary or when any other serious grounds apply.
  5. Except in the case of termination of Contract mentioned in the above paragraph 4, the Contracting Authority may thereafter complete the Services itself or conclude any other contract with a third party for implementation of the specific scope of the present Contract, the Contractor covering the difference, if any, in price. The Contractor's liability for delay in completion shall cease immediately upon termination of the contracts by the Contracting Authority, without prejudice to any liability which may have already been incurred.
  6. Upon receiving notice of termination of the Contract, the Contractor shall take immediate measures to bring the Services to a prompt and orderly close and in such a way as to keep costs to a minimum.
  7. The Project Manager shall, as soon as possible after termination, certify the value of the Services and all amounts due to the Contractor as at the date of termination.
  8. The Contracting Authority shall not be obliged to make any further payments to the Contractor until the Services are completed. Following the completion of the Services, the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any,

to be incurred for the completion of the Services, or shall pay the balance due to the Contractor.

9. If the Contracting Authority terminates the Contract, it shall be entitled to recover from the Contractor any loss it has suffered up to the maximum amount determined in the Contract. If no maximum amount is determined, the Contracting Authority shall be entitled, without prejudice to its other remedies provided for by the Contract, to recover such part of the Contract value as is attributable to the part of the Contract Scope which has not, by reason of the Contractor's failure, been satisfactorily completed.
10. Additionally, the Contractor may be subject to administrative and financial penalties as described in Article 22.
11. The Contractor shall not be entitled to claim, over and above the amounts due to it for work already performed, compensation for any damage or loss it has suffered.
12. If the Contractor is a consortium of legal and/or natural persons and one or more of the grounds for termination of the Contract listed in paragraph 3 refers to one of the consortium members, the other consortium members, being jointly responsible, shall be obliged to complete the implementation of the Contract Scope without differentiation regarding the contractual obligations of the Contractor. In any case, the Contracting Authority shall reserve the right to terminate the Contract if the consortium member for which the grounds for disqualification apply is the coordinator of the consortium, or if the participation percentage of this member gives rise to reasonable suspicions of inability of the other members to fulfil the contractual obligations.

### ***Article 22 – Termination by the Contractor***

1. The Contractor may, after giving thirty (30) days' notice to the Contracting Authority, terminate the Contract if the Contracting Authority:
  - Does not pay to the Contractor the amounts due on the basis of the certificate issued by the Project Manager after the expiry of the deadline of two months under Article 18 paragraph 5, or
  - Consistently fails to fulfil its contractual obligations after repeated reminders, or
  - Suspends the progress of the Services or of any part thereof for more than one hundred and twenty (120) days for reasons not stated in the Contract or for which the Contractor is not responsible.
2. Such termination shall not affect any other rights of the Contracting Authority or the Contractor which derive from the Contract.
3. In the event of such termination, the Contracting Authority shall pay the Contractor compensation for any loss or injury the Contractor may have suffered. Such additional payment may not be such that the total payments exceed the Contract Value.

### **Article 23 – Force Majeure**

1. Neither party shall be considered to be in default of its contractual obligations if the fulfilment of such obligations is prevented by any force majeure event which arises after the date of signature of the Contract by both parties.
2. For the purposes of this Article, the term “force majeure” shall mean acts of God, strikes (except if these are limited to the persons in the Contractor’s employment), lock-outs or other industrial disturbances, hostilities, wars (whether declared or not), blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the control of the parties, are occurring in the territory of the Republic of Cyprus over which Government exercises effective control or in the place where the Contractor is established, and cannot be overcome by due diligence by either party.
3. If the Contractor invokes the occurrence of force majeure, it shall be obliged, within twenty days of the occurrence of the events constituting the force majeure, to report these in writing and to present, if required, the necessary evidence to the Contracting Authority.
4. If, within the above deadline, the Contractor does not report the events and does not present the necessary evidence, then it shall be deprived of the right to invoke the existence of force majeure.
5. The Contracting Authority shall be obliged to reply, within thirty (30) days of receiving the aforementioned report of the Contractor. If the Contracting Authority does not reply within the above period of time, it shall be deemed to have accepted such force majeure event.
6. If the Contracting Authority invokes the occurrence of force majeure, it shall be obliged to inform the Contractor within twenty (20) days of the occurrence of the events constituting the force majeure. If the force majeure affects the Contractor’s activities, the Contracting Authority shall suspend performance of the Services.

### **Article 24 – Death**

1. If the Contractor is a natural person, the Contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by that person’s heirs or beneficiaries, should they express their wish, within fifteen (15) days of the date of decease, to continue the Contract. The decision of the Contracting Authority shall be notified to the parties concerned within thirty (30) days of receipt of the said proposal.
2. If the Contractor is a group of natural persons and one or more of them die, a report shall be drawn up, which shall be agreed between the parties, on the progress of the Services. The Contracting Authority shall decide whether to terminate or continue the Contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be, within fifteen (15) days of the date of death. The decision of the Contracting Authority shall be notified to the parties concerned within thirty (30) days of receipt of such a proposal.

3. Such persons shall be jointly and severally liable for the proper execution of the Contract to the same extent as the Contractor. Continuation of the Contract shall be subject to the rules relating to issue of the guarantee provided for in the Contract.

***Article 25 – Settlement of disputes***

1. If a dispute arises between the Contracting Authority and the Contractor in connection with, or as a result of, the Contract or its execution, either during or after such execution, including any dispute arising from any decision, opinion or Administrative Order of the Project Manager, then either the Contracting Authority or the Contractor shall notify the other party accordingly, with notification to the Project Manager. The notification must state that it is submitted in accordance with the present article.
2. In such an event, both parties shall make every effort to settle amicably such dispute within the next fifty-six (56) days.
3. Any dispute for which amicable settlement has not been reached within fifty-six (56) days of the date on which the above notification has been served, shall be settled finally in the Courts of the Republic of Cyprus.

## **CYPRUS ENERGY REGULATORY AUTHORITY**

**TENDER FOR THE PROVISION OF CONSULTANCY SERVICES FOR SUPPORTING THE RELEVANT ACTIVITIES OF CERA DURING AND AFTER THE IMPLEMENTATION OF THE APPROVED NEW TRADING AND SETTLEMENT RULES VERSION 2.0.0 MAY 2017 & THE FORTHCOMING AMENDMENTS TO THE TRANSMISSION AND DISTRIBUTION RULES**

### **ANNEX II: TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS**

**TENDER PROCEDURE NO. 06/2017**

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## **1. BACKGROUND INFORMATION**

### **1.1 Beneficiary Country**

The Republic of Cyprus.

### **1.2 Contracting Authority**

The Contracting Authority is the **CYPRUS ENERGY REGULATORY AUTHORITY (CERA)** which was established by Law in 2003 in line with the relevant European Union Directives.

It is an independent Public Authority with the basic aim of regulating and monitoring the Electricity and Natural Gas Market, ensuring that the Energy Market operates on the basis of sound competition, that the various participants are acting with transparency and that adequate and good quality services are provided, protecting the interests of consumers and taking into account the environmental impact of projects.

## **Competences/Powers/Obligations of the Cyprus Energy Regulatory Authority**

### **Electricity**

- Encourages and facilitates competition in the Electricity Market, avoiding adverse discrimination and aiming ultimately at reduced prices.
- Promotes the development of an economically viable and efficient Electricity Market.
- Ensures adequacy in electricity supply for the satisfaction of all reasonable needs and demands for electricity.
- Safeguards the Continuity, Quality, Reliability and Security of electricity supply.
- Encourages the efficient use and generation of Electricity.
- Issues, controls, enforces, amends and recalls Licences or grants License Exemptions.
- Ensures that Licencees operate efficiently and are in a position to finance the business activities for which the License has been issued.
- Determines, publishes and imposes quality standards with which Licencees have to comply.
- Regulates tariffs, charges and other terms and conditions to be applied by licencees for any services provided according to the terms of their Licences.
- Ensures that the Rules governing the operation of electricity networks and the electricity market (Electricity Transmission and Distribution Rules and the Electricity Market Rules) are prepared and approved in accordance with the Law.
- Sets the rules or the procedures under which complaints are examined which relate to services offered by the Licencees including, when it considers it appropriate, the carrying out of investigations and the taking of decisions on such complaints.
- Carries out investigations, either following the submission of a complaint or initiated by CERA ex officio.
- Imposes administrative fines in the event of violation of laws or regulations.
- Promotes the use of Renewable Energy Sources.
- Encourages Research and Development in the field.



## **Competences/Powers/Obligations of the Cyprus Energy Regulatory Authority**

### **Natural Gas**

- Monitors the issues of the security of supply, and especially the balance of supply/ demand in the market, the level of the expected future demand and the availability of supply, as well as the level of competition in the market.
- Announces the measures that may be put into effect in case of unforeseeable crisis in the energy field, or when the safety of people, works, installations or the integrity of the networks are threatened.
- Prepares and publishes Technical Rules determining the minimum standards of technical design and operation for the connection to the network of installations of liquefied Natural Gas, to storage installations, to other transportation or distribution networks and to direct pipes of Natural Gas.
- Takes appropriate and effective measures for control and transparency, so as to avoid possible misuse of dominant position, and in particular of those misuses to the detriment of consumers.
- Protects the interests of the final consumers.
- Resolves disputes on access to pipes of the upstream network, in connection with negotiations for access to the network.
- Carries out investigations, either following the submission of a complaint or initiated by CERA ex officio.
- Imposes administrative fines in the event of a breach of any provision of the Law.
- Sets the rules for the management and the distribution of interconnection potential, in consultation with the appropriate authorities of the Member States with which there is interconnection.

Additional information may be obtained from the website of CERA [www.cera.org.cy](http://www.cera.org.cy).

### **1.3 Relevant country background**

The operation of the Electricity Market in Cyprus is governed by the Regulating the Electricity Market Law of 2003 and its subsequent amendments, which sets the basis for the creation of competition in the electricity sector, in line with the Acquis Communautaire and more specifically the relevant Directives of the European Commission.

According to the provisions of the above-mentioned Law, the relevant Trading and Settlement Rules (electricity market rules) were approved and published on 30/1/2009 governing the details of the operation of the market and the rights and obligations of participants.

During 2012, CERA proceeded with an open tender and a study was carried out for the evaluation and restructuring of the electricity market in Cyprus.

Based on the study, the External Consultant suggested to CERA that the “Net – Pool Model” represents the most appropriate trading arrangement approach for the Cyprus electricity market enabling entrance of new participants, both generators and suppliers, in a small, highly concentrated, non-interconnected system. The proposed formulation of a net pool incorporates a forward market, a day-ahead market (DAM) and an intra-day market (IDM). The IDM nature delivers the continuous intraday element of the EU Target model. The proposed arrangement

also requires both a real time balancing mechanism (BM) that provides the TSO with the ability to activate balancing services, and some form of imbalance settlement functionality alongside with it. Additionally, a forward market is suggested to provide participants with risk management tools.

After the study was fully completed, CERA starting end of 2014 with the support of External Consultant, has finalised the procedure for the preparation of the “high level” design regarding the new electricity market arrangements in Cyprus based the decision for implementing a Net-Pool Model as suggested by the External Consultants as being the most appropriate trading arrangement approach for the Cyprus electricity market.

After public consultation, CERA published in the Cyprus Government Gazette on 15<sup>th</sup> of May 2015 the Regulatory Decision No. 01/2015 (Reg. 164/2015) as the “high level” design of the electricity market, named as “The New Electricity Market Arrangements in Cyprus”.

In brief, the above market design, is aiming at creating the appropriate market environment to enable market participants to operate in the electricity sector of Cyprus. Special arrangements and mechanisms have been included in the design in order to allow RES generators (not operating under government support schemes) to benefit by their direct participation in the competitive electricity market either through a day ahead pool or through bilateral contracts with suppliers.

Specifically, under the proposed net pool design (which extends and improves the existing bilateral contracts model), bilateral physical forward contracts are notified and corresponding schedules are nominated on a half hourly basis to the Market Operator on the day ahead of real time. Orders in the DAM are unit based in the case of generators (or per RES plant or per aggregators of smaller size RES plant). Suppliers submit demand orders based on individually forecast half-hourly demand. Orders in the DAM correspond to residual quantities not already covered by the nominated bilateral contracts. The DAM is centrally managed by the Market Operator by processing matching bid curves in order to optimise dispatch. Contracts resulting from the DAM are between market participants and the Market Operator at the DAM clearing price. Through a centralised approach, the crucial ancillary services are allocated using a co-optimising Integrated Scheduling Process (ISP) prior to gate closure on the day ahead of real time. A real time Balancing Mechanism is used for optimised real time dispatch actions.

Subsequently CERA, instructed the Cyprus TSO, as the competent and responsible organisation, to prepare, according to the detailed description of the high-level design, the new Trading and Settlement Rules (known as the Market Rules) and take all necessary steps leading to the implementation of the market according to the agreed plan and timetable. CERA has issued a Regulatory Decision (RD 03/2017) where a binding timetable is set for the operation of the new electricity market, the date being the 1<sup>st</sup> of July 2019. In this binding timetable for implementation several actions have been identified that need to be performed from the Cyprus TSO.

After the approval of the new Trading and Settlement Rules (TSR) by CERA (Decision No. 84/2017, 12 May 2017), the Cyprus TSO begun the implementation of all the actions referred to in RD 03/2017, one of them being the purchase of a Market Monitoring System (MMS) for operation of the market according to the approved TSR.

## **2. OBJECTIVE, PURPOSE AND EXPECTED RESULTS**

### **2.1 Overall objective**

Many parameters, which are referred in various points in the approved by CERA new Trading and Settlements Rules, must be defined in detail or approved by CERA.

Based on the above, the overall objective of the project is the provision of Consultancy Services for supporting the relevant activities of CERA during the implementation of the new Trading and Settlement Rules (TSR) and set out in details the above mentioned parameters that must be defined by CERA. Furthermore, to support CERA for monitoring the market for a period (6 months) from the date of operation of the market. The TSR is available on Cyprus TSO website at [www.dsm.org.cy](http://www.dsm.org.cy).

Another objective of the project is the provision of Consultancies Services for supporting the relevant activities of CERA during the forthcoming amendments of the existing Transmission and Distribution Rules, which should be modified by the Cyprus TSO and approved by CERA in order to be in line with the provisions of the new approved Trading and Settlement Rules.

### **2.2 Purpose**

The specific purpose of the Contract is to allow CERA to supervise, monitor and control the implementation of the new TSR by the Cyprus TSO, and to carry out all the relevant actions needed for the operation of the electricity market. Moreover, the Contract should allow CERA all the necessary support to monitor the market for a short period of time (6 months) after its operation.

Also, to allow CERA to supervise, monitor, control the implementation and finally approve the forthcoming amendments of the Transmission and Distribution Rules in order to be in line with the provisions of the new approved Trading and Settlement Rules.

The main purpose of this Contract is the provision of support to CERA for all the above actions.

### **2.3 Expected results**

It is expected that the Consultant will submit fully comprehensive and detailed documents in order to allow CERA to define or approve the above parameters as referred in the new TSR. Also, to support CERA of all actions required to monitor the market, as well as providing support for issues that may arise during the first 6 months of the market operation. Further, to submit supporting documents in order to allow CERA to supervise and approve any changes required to the Transmission and Distribution Rules.

## **3. CONTRACT SCOPE**

### **3.1 General**

The scope of the contract is the provision of Consultancy Services for implementing the new TSR and the opening of the market as well as monitoring the market up to a 6 month period after the beginning of its operation. Specifically, the contractor will be asked to perform the following tasks:

- Identification of all the parameters in the new TSR that have to be either defined or approved by CERA. Provision of suggestions for the parameters that CERA has to define, with appropriate justifications, on the values that these parameters should be set to. For the parameters that CERA has to approve provision of advice and justification on the implications on the market of approving these parameters.
- Identify the data that CERA has to be provided by the Cyprus TSO through the Market Monitoring System, in order to be able to monitor the market. Also guide CERA to the implementation of procedures and monitoring of specific indicators that will help CERA to identify possible abuse of market power.
- Provision of support to CERA during the approval of the market manuals, which are required to be issued by the TSO as supplementary documents to the TSR.
- The provision of support to any changes in the existing Transmission and Distribution Rules that will be prepared by the Cyprus TSO and approved by CERA, which should be in line with the provisions of the new approved Trading and Settlement Rules.
- The provision of support to CERA for the actions that the DSO has to carry out (e.g. implementation of procedures, submission of methodologies and parameters for approval) according to the new approved TSR.
- Provision of support to CERA for a period of 6 months after the market opening and fully operated for any issues that may arise during this initial stage.

### **3.2 Breakdown of deliverables**

The Deliverables of the project are the following:

1. Report on the parameters that have to be set by CERA, as well as of the parameters that have to be approved by CERA according to the new approved TSR. The report should include the full details of the relevant parameters in the TSR such as the chapter and paragraph number.
2. Detailed Report identifying the values of the parameters to be set by CERA together with supporting detailed reasoning (including studies where applicable) for the chosen values.
3. Provision of support in the form of detailed opinion and analysis of the implications on the values suggested by the Cyprus TSO for parameters that are to be approved by CERA according to the provisions of the new approved TSR. This deliverable should cover not only the parameters/procedures that are identified in the TSR but also parameters that the Cyprus TSO would require CERA to approve (for example parameters related to the Integrated Scheduling Process (ISP)).

4. Provision of support in the form of detailed opinion and analysis of the implications on the values suggested by the Distribution System Operator (DSO) for parameters that are to be approved by CERA according to the provisions of the new approved TSR. This deliverable should cover not only the parameters that are identified in the TSR but also parameters/procedures that the DSO would require CERA to approve.
5. Identification of the data that CERA has to be provided by the Cyprus TSO through the Market Monitoring System (MMS), and through any other issue according to the provisions of the new approved TSR, in order to be able to monitor the market. Also, drafting of a guide on the implementation of procedures and monitoring of specific indicators that will help CERA to identify possible abuse of market power.
6. Identification of any changes/amendments that need to be implemented in the Transmission and Distribution Rules (TDR) in order to comply with the provisions of the new approved TSR.
7. Provision of support to CERA in the form of detailed opinion and analysis of the changes/amendments suggested by the TSO during the approval of the TDR to be submitted by the Cyprus TSO.
8. Provision of support to CERA for a period of 6 months after the market opening for any issues that may arise during this initial stage.

### **3.3 Possible Additional Works**

The Contracting Authority in case it deems it necessary, may ask the Contractor to do additional work in the context of achieving the goals of the tender. In such a case, through a relevant letter, instructions will be given to the Contractor to perform the work. Before the start of the work the man-days required and the payment terms of the Contractor will be agreed, on the basis of the price that will be derived from the Average compensation of man-days of the key consultants (Form 7). It should be noted that the stated remuneration per man-day of the consultant who will undertake to perform the additional work will be at a level equal or higher than the average.

### **3.4 Work Methodology**

The Contractor will present in the necessary detail the methodology he will follow to complete the scope of the Project and the means he will use to execute the work.

### **3.5 Project Management**

#### **3.5.1 Organisational structure**

##### **Organisational structure of the Contracting Authority**

The Contracting Authority has appointed a Project Team comprising of three officers who will supervise and coordinate the overall progress of the implementation of the Contract Scope as well as the implementation of the activities of the Contract Scope, will set priorities, give directions, evaluate the results (deliverables and reports) and submit those to the Members of CERA for approval. The same will be the contact point with the Consultant as responsible appointed by the Contractor. Mr. Andreas Frixou, Energy Officer, has been appointed as the Coordinator of the Authority's Project Team.

### ***Organisational structure of the Contractor***

The Contractor shall be responsible for the performance of all phases of the Contract Scope, until final acceptance by the Contracting Authority. This includes management of the Project and ensuring the coordination of all Contract Scope activities.

The Contractor shall appoint a Project Manager who shall be available throughout the implementation of the Contract Scope. The Contractor's Project Manager shall be supported by the Contractor's team of experts and the other members of the Contractor's Project Team.

The duties of the Contractor's Project Manager shall be as follows:

- Definition of the work plan and of the critical points, so as to ensure the quality of the services provided and the timely implementation of the individual Contract Scope activities.
- Overall responsibility for delivery of the results (deliverables, services provided) of the Contract.
- Preparation of the deliverables and reports, with clear references to the results achieved.
- Coordination of the participation and responsibilities of the experts who will perform the Contract Scope.
- Maintaining close and ongoing cooperation with the Contracting Authority (and its competent bodies: Project Manager and SC), and provision to it of information updates on the implementation progress, the work carried out and the solutions or alternatives adopted.

The Contractor shall bear all costs in connection with the implementation of the Contract Scope. More in particular, the Contractor shall bear the accommodation, subsistence and travel costs for the Project Team members. The Contractor shall ensure sufficient resources for translation, interpretation, printing etc., as required by the Contract Scope activities in each case.

## **4. LOCATION AND DURATION OF CONTRACT SCOPE IMPLEMENTATION**

### ***4.1 Location of Contract Scope implementation***

The operational base for the implementation of the Contract Scope will be the Offices of the Contractor. Whenever necessary visits will be made to the Offices of the Contracting Authority or anywhere it may be needed.

## **4.2 Duration of Contract Scope implementation**

The total duration of the Contract is estimated at thirty (30) months from the signing of the Contract.

## **5. REQUIREMENTS**

### **5.1 Staffing of Contractor's Project Team**

All members of the Contractor's Project Team who have a crucial role in the execution of the Contract are referred to as "key experts". The required qualifications of key experts for the present Contract are as follows:

A degree and/or post graduate degree in cognitive fields directly related to the object of the work to be done (electrical engineering, mechanical engineering, economics, economic theory of electricity systems, market management systems, operating software of electricity markets, any other academic knowledge related to electricity markets).

The Project Leader, who will also be a key expert, is required to have at least fifteen (15) years of experience in the field of Electricity Market Models. Out of the fifteen years he/she must have worked for at least five (5) years as a Project Leader in contracts of electricity markets.

Any other Key Experts are required to have at least five (5) years of experience in the field of Electricity Markets.

In addition to the above key experts, Tenderers may also staff the Project Team with other experts, if they deem that these are necessary for the successful implementation of the Contract Scope.

The cost of support personnel must be taken into account in calculating the cost of the Contract or the fee rates for the experts (according to the Contract type).

It is noted that the minimum qualifications of the key experts will be used as a criterion for the qualitative selection of candidates. Therefore, the Tenders of economic operators who, for the specific positions, will propose staff members who will not satisfy the minimum qualifications specified in this paragraph of the Terms of Reference will be excluded from further evaluation.

The qualifications for all key experts shall be clearly specified, functioning as guarantee of a fair verification of the fulfilment of the minimum requirements regarding the qualifications of the key experts.

The role of all key experts in the execution of the Contract must be clearly specified.

Only persons for whom proof has been furnished that they possess ALL the necessary qualifications shall be evaluated. No clarifications will be sought by CERA about details which have not been satisfactorily filled in the forms.

### **5.2 Office accommodation**

The Contractor has the obligation to maintain at its own expense an office in the location (or locations) where the contract is being implemented or in other locations which are useful for the

implementation of the Contract. The Contractor, during their stay in Cyprus shall be provided with adequate office equipment and facilities at CERA's offices.

The Contractor shall be burdened with any travelling or accommodation expenses that will be incurred for the execution of the contract, and this cost shall not be additional, but will be included in his economic proposal.

### ***5.3 Facilities to be provided by the Contractor***

The Contractor should ensure that experts are adequately supported and equipped. In particular, it should ensure that there is sufficient administrative, secretarial and interpreting (if required) provision to enable the experts to concentrate on their primary responsibilities. The Contractor must also transfer funds as necessary to support its activities under the Contract and to ensure that its employees are paid regularly and in a timely fashion.

## **6. REPORTS**

### ***6.1 Reporting requirements***

Relevant reports should be submitted to the Contracting Authority according to the provisions of paragraphs 3.1 and 3.2.

### ***6.2 Submission and approval of Reports***

All the Reports of the above paragraph should be submitted in three copies to the Contracting Authority, for the attention of the Project Manager.



## **APPENDIX: TEMPLATES FOR FORMS**

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<b>FORM 1:</b>	<b>TEMPLATE FOR THE SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION</b>
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<b>FORM 12:</b>	<b>TEMPLATE FOR THE DECLARATION OF OTHER ENTITIES</b>

## FORM 1

### TEMPLATE FOR THE SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION

To: **<name of Contracting Authority>**

Subject: **<Tender procedure title>**.

Tender procedure no.:

Closing date for the submission of  
tenders:

I solemnly declare that:

- a. I have not been convicted by final judgement of a Cypriot or foreign court for participation in a criminal organisation (as defined in Article 2(1) of Council Joint Action 98/773/JHA), corruption (as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA, respectively), fraud (within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities) or money laundering (as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering, as amended by Directive 2001/97/EC of the European Parliament and of the Council).
- b. I am not bankrupt or in the process of being wound up, have not my affairs administered by the court, have not entered into an arrangement with creditors, have not suspended business activities and are not in any analogous situation arising from a similar procedure under national laws and regulations.
- c. I am not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations.
- d. I have not been convicted by a judgment which has the force of *res judicata* of any offence concerning their professional conduct.
- e. I have not been guilty of grave professional misconduct.
- f. I have fulfilled my obligations relating to the payment of social security contributions and of taxes and duties, in accordance with the legal provisions of the Republic of Cyprus / of the country where I am established, i.e.

..... **<delete as appropriate>**, as at the closing date for the submission of tenders.

Any paragraph that does not apply should be deleted and the space below should be used to provide clarifications.

.....  
.....  
.....  
.....

Signature:

Name of signatory:

Identity Card / Passport No. of signatory:

Capacity of signatory

Details of Tenderer or consortium participant **<delete as appropriate>**

Name:.....

Country of establishment: ..... Address:.....

.....P.O. Box.....

Address for correspondence (if different).....

.....P.O. Box.....

Contact tel. no. .... Contact fax no. ....

**FORM 2**

**DOCUMENTATION OF THE TENDERER'S ECONOMIC AND FINANCIAL  
STANDING**

*(Please complete the following financial data tables based on your annual financial statements for the last three years, using the previous year as the last reference year. If the Tenderer is a consortium, Table A is completed with the aggregate data for all the members of the consortium and Table B is completed for each consortium member separately. If the Tenderer is only one person, the Table A is completed).*

*If the financial statements for the last reference year have not yet been audited in accordance with the International Financial Reporting Standards (IFRS), you must submit a statement regarding the financial information, signed by the Management of the enterprise and accompanied by a certification issued by a certified accountant or by some other person with equivalent qualifications applicable in the country from which that person comes. The figures given in all columns must be calculated on the same basis, to allow direct year-on-year comparisons to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the Table).*

**Table A**

<b>Financial data</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>Average</b>
Annual turnover (in CYP / EURO)				
Annual operating results (in CYP / EURO)				

**Table B**

**Name of Consortium member:** .....

<b>Financial data</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>
Annual turnover (in CYP / EURO)			
Annual operating results (in CYP / EURO)			

**General Note:** Pursuant to the provisions of article 53(2) of Law 12(I)/2006 or article 56(5) of Law 11(I)/2006, the Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the Tenderer makes use of this facility, then the above tables should also include the data for such third parties (one or more).

**FORM 3**

**DOCUMENTATION OF THE TENDERER'S TECHNICAL AND PROFESSIONAL ABILITY**

**1. EXPERIENCE OF THE TENDERER**

*(Please complete the table below listing the data of contracts similar –in accordance with the service types stated in paragraph 6.2.3.3 of Part A of the Tender Documents– to the contract being put out to tender, and which the entity is currently implementing or has implemented during the last 7 years. The number of such contracts must not exceed 10)*

No. (max 10)	Project Title						
Name of entity (Consortium member)	Country	Total Contract Value (EURO)	Share of the contract carried out by the Entity (%)	Client (Contracting Authority)	Origin of Funding	Dates (start/end)	Other Consortium members (if any)
...	...	...	...	...	...	...	...
Detailed description of project					Type of service provided		
...					...		

## 2. SPECIALISATION FIELDS

*(If the Tenderer is a consortium, then the table below must be completed, using the names of these specialisations as the row headings and indicating –by using the symbol ✓– the specialisation field of the consortium Leader and of each individual member. If the Tenderer is a single person, then its experience is entered in the “Leader” column. The specialisation fields should be those stated in paragraph 6.2.3.2 of Part A of the Tender Documents).*

	Leader	Member 1 (name)	Member 2 (name)	etc.
Relevant service 1				
Relevant service 2				
etc.				

## 3. PERSONNEL OF THE TENDERER

### 3.1 Table A

*(Please complete the table below with the data for the personnel employed by the Tenderer under a permanent employment relationship. If the Tenderer is a consortium, the table is completed separately for each Consortium member).*

No.	Name and Surname	Position in the Entity	Educational Qualifications	Year of Recruitment

3.2 Table B

(Please complete the table below with the data requested regarding the personnel of the Tenderer for the current year and for the two previous years. If the Tenderer is a consortium, the table is completed with the aggregate data for all consortium members and not separately for each member).

Personnel employed by the Tenderer under a permanent employment relationship	<Year>		<Year>		<Year>	
	Total	Number of personnel employed in services similar to the one being put out to tender *	Total	Number of personnel employed in services similar to the one being put out to tender	Total	Number of personnel employed in services similar to the one being put out to tender
Leader						
Consortium Member 1						
Consortium Member 2						
etc.						
<b>TOTAL</b>						

**General Note:** Pursuant to the provisions of article 53(2) of Law 12(I)/2006 or article 56(5) of Law 11(I)/2006, the Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the Tenderer makes use of this facility, then the above tables should also include the data for such third parties (one or more).

**4. KEY EXPERTS OF THE PROJECT TEAM**

For documenting the professional experience and qualifications of the Project Team members, as these are specified in paragraph 6.1.1 of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS of the Tender Documents, please attach to this Form detailed CVs of these persons, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 5).

---

\* Services similar to the one being put out to tender are considered to be the services stated in paragraph 6.2.3.2 of Part A of the Tender Documents.



**FORM 4**  
**CV TEMPLATE**

**Proposed Position in the Project Team:**

1. Family name:
2. First name:
3. Date of birth:
4. Nationality:

5. Education:

Name of Institution	Period of Attendance		Degree / Certificate acquired
	From	To	

6. Languages: Mark 1-5 for competence (1 – excellent, 5 – elementary)

Language	Reading	Writing	Speaking

7. Membership of professional bodies:
8. Other skills: (e.g. computer literacy)

9. **Present position in the organisation:** *(State the current employment - position in an Enterprise, Public or Private Sector Organisation, activity as freelance professional etc.)*
10. **Key qualifications:** *(State the key qualifications and capabilities of the person as these arise from his professional and other experience to date)*
11. **Professional experience record:**

Company / Organisation	Period		Position	Description of Duties*
	From	To		

\* Provide a detailed description of duties, so that the relevance to the requested services, and the level of involvement and responsibility, may be established.

12. **List of projects similar to the one being put out to tender**

Project title	Implementation dates (start-completion)	Project value	Recipient / Contracting Entity	Summary description of project	Responsibilities – Duties

13. **Other related data/information:**

**Note:** The Contracting Authority reserves the right to check at any stage of the procedure the correctness of the information supplied in the CV. To this end, the Tenderer must, if so requested, submit the required documentary evidence, as appropriate in each case.

**FORM 5**

**TEMPLATE FOR THE CERTIFICATION REGARDING THE PROTECTION OF  
EMPLOYEES**

To: **<name of Contracting Authority>**

Subject: **<Tender procedure title>**.

Tender procedure no.:

Closing date for the submission of  
Tenders:

I solemnly certify that in preparing my tender, I have taken into consideration the obligations deriving from the provisions of the legislation on the protection of the employees and on working conditions currently in force in the Republic of Cyprus and applicable to the place of execution of the Contract.

Signature: .....

Name of signatory: .....

Identity Card / Passport  
No. of signatory: .....

Capacity of signatory .....

**FORM 6**

**TEMPLATE FOR THE TECHNICAL OFFER SUBMISSION FORM**

To: *<name of Contracting Authority>*

Subject: *<Tender procedure title>*

**Tender procedure no.:**

**Closing date for the submission of tenders:**

1. After examining the Tender Documents and after developing a full understanding of the Contract Scope, we the undersigned undertake to commence, execute and complete the Contract Scope in accordance with the Tender Documents and our attached Technical Offer, and for the price that we state in our Financial Offer, which is submitted in a separate envelope.

2. Should our offer be accepted, we undertake to commence the execution of the Services on the date stated in the Financial Offer.

3. We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.16 of Part A of the Tender Documents, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.

Signature of Tenderer or  
of Tenderer's Representative .....

Name of signatory .....

Identity Card / Passport No. of signatory .....

Capacity of signatory .....

Details of Tenderer<sup>1</sup>

Name of Tenderer .....

Country of establishment .....

Address..... P.O. Box  
.....  
Address for communication (if different) .  
.....  
P.O. Box  
.....  
Contact tel. no. .... Contact fax no. ....  
VAT Register No. ....  
(country of enrolment on the VAT Register) ....  
Date .....

Witness (Name, Signature and Address)

.....  
.....  
.....

Note 1: In the case of a consortium of natural and/or legal persons, the details for the consortium and the details of each consortium member must be given.

Note 2: All blank fields must be completed by the Tenderer or by the Tenderer's Representative.

**FORM 7**

**TEMPLATE FOR THE PROJECT TEAM PRESENTATION TABLE**

<b>Name and surname</b>	<b>Position in Project Team</b>	<b>Years of experience</b>	<b>Experience in the contract scope</b>	<b>Responsibilities-Duties</b>	<b>Person-days of employment</b>

**FORM 8**  
**FINANCIAL OFFER TEMPLATE**

To:

**<name of Contracting Authority>**

Subject: **<Tender procedure title>**

Tender procedure no.:

Closing date for the submission of  
tenders:

1. After examining the terms of the Tender Documents and after developing a full understanding of the contract scope, we the undersigned undertake to commence, execute and complete the scope of the contract, in accordance with the Tender Documents and our Technical Offer, for the total amount of € .....(in full ..... Euro and ..... cent), plus VAT.
2. The total amount of the offer is analysed in the attached Financial Offer Analysis Table.
3. We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.16 of Part A of the Tender Documents, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.
4. Until an official Agreement is prepared and signed, our present Offer, together with your written acceptance, shall constitute a binding Contract between us.

## FINANCIAL OFFER ANALYSIS TABLE<sup>1</sup>

Name and surname	Person-days of employment	Fee for person-day (in EURO)	Total amount (in EURO)
Project Leader			
Key expert 1			
Key expert 2			
Key expert 3			
etc.			
Other experts 1			
Other experts 2			
Etc.			
<b>Total Financial Offer</b>			

Signature of Tenderer or  
of Tenderer's Representative .....

Name of signatory .....

Identity Card / Passport No. of signatory .....

Capacity of signatory .....

Date .....

Details of Tenderer<sup>1</sup>

Name of Tenderer .....

Witness (Name, Signature and Address)

\_\_\_\_\_

<sup>1</sup> This particular Financial Offer Analysis Table shall be used for fee-based contracts.



.....  
.....  
.....

- Note 1: In the case of a consortium of natural and/or legal persons, the details for the consortium and the details of each consortium member must be given.
- Note 2: All blank fields must be completed by the Tenderer or by the Tenderer's Representative.

**FORM 9**

**TABLE OF EVALUATION CRITERIA**

<i>Evaluation Criteria</i>	<i>Weighting factor (%)</i>
<b><i>CRITERIA GROUP A: Approach and Methodology</i></b>	<b>40%</b>
<i>Understanding the requirements of the contract scope</i>	25%
<i>Methodologies, support tools and quality assurance</i>	15%
<b><i>CRITERIA GROUP B: Project Team</i></b>	<b>60%</b>
<i>Organisational effectiveness of the Project Team</i>	40%
<i>Clarity of the responsibilities and duties of the experts in relation to the activities of the contract</i>	20%
<b>TOTAL</b>	<b>100%</b>

## **FORM 10**

### **LIST OF CONTRACTOR'S CERTIFICATES**

5. Extract from the "judicial record" or, failing that, of an equivalent document issued by a competent judicial or administrative authority of the country where the Contractor is established, showing that the participation requirements of article 6, paragraph 6.2.1, items (a) and (d) of Part A of the Tender Documents have been met. This document must have been issued three months before the signature of the contract at the latest.
  
6. An original Certificate issued by a competent administrative or judicial authority in accordance with the legal provisions of the country where the Contractor is established, showing that the participation requirements of article 6, paragraph 6.2.1, items (b) and (c) of Part A of the Tender Documents have been met. This document must have been issued three months before the signature of the contract at the latest.
  
7. An original Certificate issued by a competent authority of the country where the Contractor is established, showing that the participation requirements of article 6, paragraph 6.2.1, item (f) of Part A of the Tender Documents have been met.

The authorities competent to issue the above certificates in the Republic of Cyprus are the following:

- The Inland Revenue Department (Form no. Ε. Πρ. 104)
- The VAT Service (Form Φ.Π.Α. 105)
- The Department of Social Insurance Services (for employers, Form Y.K.A. 2-022, and for self-employed persons, Form Y.K.A. 2-023)

Where the country in question does not issue the above certificates, they may be replaced by a declaration on oath by the Contractor or, in countries where there is no provision for declarations on oath, by a solemn declaration made by the Contractor before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country where the Contractor is established.

**FORM 11**

**CONTRACTOR'S BANK ACCOUNT NOTIFICATION FORM**

**ACCOUNT HOLDER**

NAME

ADDRESS

TOWN/CITY  POSTAL CODE

COUNTRY  VAT NUMBER

CONTACT PERSON

TELEPHONE  FAX

E - MAIL

**BANK**

BANK NAME

BRANCH ADDRESS

TOWN/CITY  POSTAL CODE

COUNTRY

ACCOUNT NUMBER

IBAN

**REMARKS :**

**BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE**  
(both mandatory)

**DATE + SIGNATURE OF ACCOUNT HOLDER**  
(mandatory)

**FORM 12**

**TEMPLATE FOR THE DECLARATION OF OTHER ENTITIES**

To

(Hereinafter called «Contracting Authority»)

Subject:

Competition No. : ..... / 201...

Deadline for the submission of tenders: .....

*Regarding the above subject, we **<Name of Entity>** guarantee you that in case the contract is awarded to **<Name of successful economic operator>**, we will place at his disposal the necessary resources in relation to **<description of input in the Contract>**. \**

*Yours sincerely,*

*Signature of the Entity*

.....

*Name of*

*Signatory*.....

*Number of ID/Passport of the signatory*

.....

*Status of*

*signatory*.....

\* The resources that will be at the disposal of the successful economic operator for the execution of the Contract should be explicitly set and analysed.