

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

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PART B: AGREEMENT – SPECIAL CONDITIONS OF CONTRACT

PREAMBLE

Cyprus Energy Regulatory Authority, having its headquarters in **20, Agias Paraskevis street, Strovolos, 2002 Nicosia** (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 I. GENERAL CONDITIONS FOR SERVICE CONTRACTS.
 - c. ~~Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS.~~
 - d. Annex III. NON-DISCLOSURE AGREEMENT.
 - e. Annex IV. DATA PROCESSING AGREEMENT.
 - f. 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 services Translation Services from Greek to English and vice versa in accordance with the terms and conditions laid down in the Contract.

3. CONTRACT VALUE

1. The Contract Value is based on price per word, according to the word-count of the source text, specified in the Financial Offer as follows:

A/A	Description	Fee-based Price** (exclusive of VAT) Euro for the first 24 months of the contract	Fee-based Price** (exclusive of VAT) Euro for the next 12 months of the contract in case of renewal
1.	Translation of documents or texts* - price per word		
2.	Revision or review of documents or texts* - price per word		

* Price for every translation work/revision or review of documents or texts will be calculated using the fee per word multiplied by the final number of words to be translated

** The fees are inclusive of the project management.

The total annual contract value will not exceed €15,000 per annum.

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.

3. The Contractor's remuneration is paid by the Contracting Authority against submission of an invoice for each deliverable submitted, issued by the Contractor.

4. The amount to be paid for each deliverable will be calculated as:

Number of words translated x Price per word translated

4. ORGANISATION AND ADMINISTRATION OF CONTRACT IMPLEMENTATION

1. The Contractor shall be fully responsible for the execution 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 **<name and surname and title>**.
5. Monitoring and control of the implementation hereof, and acceptance of the Contract Scope, is conducted by the Project Manager.
6. In particular, for the acceptance of the Contractor's deliverables the Project Manager shall examine the following:
 - a. Whether or not the deliverable was submitted within the corresponding time limit.
 - b. The compliance of the contents of each deliverable.
7. Time of delivery will be set upon assignment of each deliverable depending on the size of the document to be translated. The timeframe for the submission of each deliverable will be determined by the Contracting Authority. A timeframe of **one thousand five hundred (1.500)** words of translation/ revision per working day, will be given. A deliverable of less than **one thousand five hundred (1.500)** words will need to be submitted within **one (1)** working day. In any case, the timeframe will not be longer than **fourteen (14)** days.
8. Every deliverable shall be deemed to have been finally and unreservedly accepted if, within **fifteen (15)** days of its delivery to the Contracting Authority (the date entered in the Contracting Authority's registry), the Project Manager has not submitted to the Contractor in writing any suggestions regarding the specifications and conditions of the present Contract.
9. If remarks as above are submitted in writing within the above deadline, the Contractor shall be obliged to take them into consideration and proceed to amend the deliverable as necessary, within **ten (10)** days of the submission of the relevant remarks, and re-submit the deliverable to the Contracting Authority. The Project Manager may come back only by way of written remarks concerning the amendment of the deliverable in accordance with its original written suggestions, within **ten (10)** days of the re-submission of the deliverable. If this deadline elapses, then the deliverable shall be deemed to be finally accepted.
10. The acceptance of each deliverable by the Project Manager shall release the Contractor automatically of its corresponding obligation. Acceptance of the final deliverable shall mark the completion of the Contractor's work and shall result in the automatic and implicit acceptance of the Scope hereof.
11. Where applicable, the latest **five (5)** days before the expiry of the contractual time for submission of the deliverables, the Contractor may request in writing a reasonable extension of the deadline or time of their submission. The application shall be addressed to the Contracting Authority, which must decide thereon before the expiry of the deadline or time of submission of the respective deliverable.
12. The deadlines for the submission of the Deliverables may be extended by the Contracting Authority in accordance with the applicable procedures, only in the following cases:
 - 12.1. In case of demonstrable occurrence of force majeure events, i.e. acts of God, strikes, 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, or

- 12.2. If the delay is due to demonstrable omissions by the Contracting Authority, and:
 - 12.2.1. If the extension is applied for by the Contractor, by way of a written and justified request, and is approved by the Contracting Authority, or
 - 12.2.2. If the extension is requested by the Contracting Authority in writing and is accepted by the Contractor.

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 enter into effect as of the time of its signature.
3. The period of implementation of the Contract Scope shall be two (2) years from the date of commencement of the implementation of the Contract Scope with the right of renewal by CERA for another one (1) year, and the periods for implementation of the individual deliverables and their delivery times shall be as agreed by both parties, but not later than .
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.

6. REPORTS – NOT APPLICABLE

7. CONDITIONS AND PROCEDURE FOR PAYMENT

1. Payments shall be made in **Euro** into the bank account notified by the Contractor to the Contracting Authority in accordance with article 16.1 of Annex I.
2. Payments shall be made in Euro against submission of an invoice for each deliverable accepted by the Contracting Authority, issued by the Contractor.

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 **one (1%) per cent** of the Contract Value of each deliverable, 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.
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 **five hundred (500) euro**, the Contracting Authority may declare the Contractor in default and terminate the Contract, the specific provisions of Annex I applying.

9. PERFORMANCE GUARANTEE – NOT APPLICABLE

10. 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 meet the minimum qualification criteria as set in the tender documents. In cases where the evaluation process involved the marking of the project team, the replacement should meet at least the marks granted by the member to be replaced. Where the Contractor is unable to provide such a replacement, 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.

6. The Contracting Authority, additional to any other matters that are regulated independently, may deduct an amount, according to each case, for the Project Team member that is replaced as a setoff for the period that it will be required for the new member to adjust to and get acquainted with the Contract Scope, but also for the Administrative Cost that the Contracting Authority will incur following this replacement.

11. TAX AND CUSTOMS ARRANGEMENTS

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

12. SETTLEMENT OF DISPUTES

The dispute settlement procedure of article 25 of Annex I shall apply.

13. 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.

14. COMMUNICATION BETWEEN THE PARTIES

Any written communication relating to the present Contract is addressed as follows:

- a. by the Contractor to the Contracting Authority, to the postal address **<postal address>** or to the electronic mail address **<electronic mail address>** or, if sent by facsimile, to **<facsimile number>**.
- b. 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/2024**

For and on behalf of the Contracting Authority:

Witnesses:

Signature:

Title:

Name:

1. Signature:

Name:

2. Signature:

Name:

For and on behalf of the Contractor:

Signature:

Title:

Name:

Witnesses:

1. Signature:

Name:

2. Signature:

Name: