



CYPRUS ENERGY REGULATORY AUTHORITY

FRAMEWORK AGREEMENT FOR THE PROVISION OF SUPPORT TO CERA IN RELATION TO ELECTRICITY TARIFFS AND RELATED FINANCIAL ISSUES

TENDER NO. 04/2018

PART A: INSTRUCTIONS TO ECONOMIC OPERATORS

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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.

CLARIFICATION

Clarification on the submitted certificates and / or alternative credentials, or even completion of information which are missing due to the failure of submit the required certificates, provided that they were held by the tenderer before the date of submission of tenders. During the evaluation process the Contracting Authority may request such clarification.

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

The Cyprus Energy Regulatory Authority ("CERA") located in Nicosia, 81-83 Gr. Digeni Avenue, 3rd floor, 1080 Nicosia, Cyprus.

CONTRACTOR

The Tenderer to be selected to enter into a Framework Agreement ("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 services for supporting CERA in relation of electricity tariffs and related financial issues, falling under category **<CPV classification reference>** of the CPV classification, as identified in detail in the Tender Documents.

ECONOMIC OPERATOR

Any natural or legal person or public entity or group of such persons and/or entities, including any temporary association of undertakings which offers the supply of products or the provision of services or the execution of works.

ESTIMATED VALUE

The potential cost of the Contract, estimated by the Contracting Authority, exclusive of VAT, including any form of options and any renewals of the contract, as explicitly set out in the tender documents.

INTERESTED ECONOMIC OPERATOR

Any economic operator associated with the tender in the System.

LAW

The Coordination of Procedures on the Public Procurement and on 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.

SYSTEM

The electronic platform for public procurement (e-Procurement) at the website address www.eprocurement.gov.cy.

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 referred to in paragraph 4.2 as well as any addenda thereto.

TENDERER

Any Economic Operator that has submitted a tender.

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

Par.	ITEM	
2.1	Tender procedure No.	04/2018
2.2	Contract Scope	Framework Agreement for the provision of support to CERA in relation to electricity tariffs and relevant financial issues, falling under category 79000000 of the CPV classification.
2.3	Estimated Value	Seventy thousand euros (€70.000) and additional seventy thousand euros (€70.000) if renewed, exclusive of VAT.
2.4	Financing	By the Cyprus Energy Regulatory Authority.
2.5	Right to use the negotiated procedure of article 29(5) of Law 73(I)/2016 (or article 44(στ) of Law 140(I)/2016)	Not applicable.
2.6	Tender procedure	Open tender procedure for the award of a Framework Agreement with one Contractor.
2.7	Award Criterion	Most economically advantageous tender based on the best price-quality ratio.
2.8	Contracting Authority	Cyprus Energy Regulatory Authority "CERA"
2.9	Competent Official	Poly Menelaou-Dragatsi Energy Officer Cyprus Energy Regulatory Authority 81-83 Gr. Digeni Avenue, Iacovides Tower 3 rd floor 1080 Nicosia Tel. +357 22 66 63 63 Fax: +357 22 66 77 63 E-mail: regulator.cy@cera.org.cy

Par.	ITEM	
2.10	Period of time during which the Tender Documents may be requested	Until the deadline of the submission of tenders.
2.11	Place from which the Tender Documents may be obtained	Documents are available on the Cyprus eProcurement System as per paragraph 4.3 of this document.
2.12	Method for Collection of the Tender Documents	Electronically via www.eprocurement.gov.cy
2.13	Selling Price of the Tender Documents	Free of charge
2.14	Deadline for the Submission of Comments / Questions / Recommendations Dispatch of answers by the Contracting Authority	<ul style="list-style-type: none"> • By 23/04/2018, 12.00 noon. • 02/05/2018
2.15	Letter of Commitment not to Withdraw the Offer	Not applicable.
2.16	Period of Validity of Tenders	3 months
2.17	Period of Validity of Tender Guarantee (in the case of request a Tender Guarantee)	Not Applicable
2.18	Language in which Tenders must be drawn up	Greek / English
2.19	Currency of Tenders	Euro
2.20	Place of Submission of Tenders	Electronically via the Cyprus e-Procurement System at www.eprocurement.gov.cy under the relevant functionality at the workspace of the specific competition.
2.21	Deadline for the Submission of Tenders	by 12.00 hours of 30/04/2018
2.22	Estimated date for the presentation of technical offers (if applicable)	Not applicable.

Par.	ITEM	
2.23	Estimated date of notification of tender procedure results	2 months, from the deadline of the submission of tenders
2.24	Estimated date of contract signature	2 months, from the deadline of the submission of tenders
2.25	Location where the Services will be provided	Offices of the Cyprus Energy Regulatory Authority
2.26	Duration of Contract Execution	24 months from the date of commencement of the implementation of the Contract Scope with the right of renewal by the Authority for a further 24 months.
2.27	Factor for conversion to current prices	Not applicable

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 on the Public Procurement and on Related Matters Law of 2016, published in the Official Gazette of the Republic of Cyprus on 28 April 2016 (Law 73(I)/2016).
- 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 06 July 2012 (KDP 242/2012).
- c. The Regulations on the Management of Public Contract Implementation and Procedures for the Exclusion of Economic Operators from Public Procurement Procedures published in the Official Gazette of the Republic of Cyprus on 28 April 2016 (KDP 138/2016).
- 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).
- e. The Regulations on the Award of Public Supply Contracts, Public Works Contracts and Public Service Contracts (use of electronic means), published in the Official Gazette of the Republic of Cyprus on 26 June 2009 (KDP 249/2009).

Interested economic operators may access the above-mentioned legislation documents by visiting the Website 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).
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 13 and the individual paragraphs thereof.
 - d. Annex I (General Conditions of Contract), containing articles 1 to 27 and the individual paragraphs thereof.
 - e. Annex II (Terms of Reference – Technical Specifications), containing sections 1 to 7 and the individual paragraphs thereof.
 - f. Annex III (Guide for the preparation and submission of Electronic Tender).
 - g. 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:** Letter of Commitment not to withdraw the Offer, in accordance with Part A, paragraph 8.3.1.1, item (1).
 - **Form 2:** Solemn Declaration Certifying the Tenderer's Personal Situation, in accordance with Part A, paragraph 8.3.1.1, item (3).
 - **Form 3:** Documentation of Tenderer's Economic and Financial Standing, in accordance with Part A, paragraph 8.3.1.1, item (4).
 - **Form 4:** 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 5:** CV Template, in accordance with Part A, paragraph 8.3.1.1, item (5.e), and Part A, paragraph 8.3.2, item (2.c).
 - **Form 6:** Certification regarding the Protection of Employees, in accordance with Part A, paragraph 8.3.1.1, item (9).
 - **Form 7:** Template for the Technical Offer Submission Form, in accordance with Part A, paragraph 8.3.2.
 - **Form 8:** Template for the Project Team Presentation Table, in accordance with Part A, paragraph 8.3.2, item (2.b).

- **Form 9:** Financial Offer Template, in accordance with Part A, paragraph 8.3.3, item (1).
 - **Form 10:** Table of Evaluation Criteria, in accordance with Part A, paragraph 9.3, item (2).
 - **Form 11:** List of Contractor's Certificates, in accordance with Part A, paragraph 10.4, item (4.a).
 - ~~**Form 12:** Performance Guarantee Template, in accordance with Part A, paragraph 10.5, item (5).~~
 - ~~**Form 13:** Advance Payment Guarantee Template, in accordance with Part B, paragraph 7.2(a).~~
 - **Form 14:** Contractor's Bank Account Notification Form, in accordance with Annex I, paragraph 18.1.
 - ~~**Form 15:** 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. Economic Operators may receive a copy of the Tender Documents, free of charge, via the call for tenders workspace of the competition in the eProcurement System (www.eprocurement.gov.cy). Registered Economic Operators are urged to associate themselves with the competition, so as to receive notifications for any clarifications and/or addenda that may occur during this competition. Non-registered Economic Operators may register for free following the instructions available in ANNEX III, or within the eProcurement System itself. For any assistance for the registration or any other support on the use of the System, Economic Operators can contact the support team by telephone at +357 22605050 (extension 3&4), from 8:00am to 15:00pm Cyprus Local Time or via email at eprochelpdesk@treasury.gov.cy
2. It is highlighted that for anyone to be considered an Interested Economic Operator, they should be registered to the System and associated with the tender System so that any information regarding the tender can be communicated to them through the System.

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 should be published via the e-Procurement

System (www.eprocurement.gov.cy), in order to be made available to all interested economic operators within the deadline specified in paragraph 2.14.

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 2.14. The requests for clarifications must be submitted via the relevant functionality of the e-Procurement System, accessible from the workspace of the competition.
2. As long as clarification requests, recommendations, comments and/or remarks are requested in accordance with the above, the Contracting Authority publishes on the e-Procurement System supplementary documents and/or clarifications where deemed necessary within the deadline specified in paragraph 2.14, whilst a relevant notification will be dispatched automatically to all Economic Operators associated with the competition.
3. Under any circumstances, interested economic operators cannot invoke verbal responses/answers/explanations given by any public servant. The Contracting Authority is not bound by any verbal responses/answers/explanations.

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 either for the submission of the Tender, nor for the signature of the Contract.

4. Every natural or legal person may participate in the tender procedure either individually or in one consortium only.

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 and neither have admitted:
 - i. participation in a criminal organisation (as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime)
 - ii. corruption (as defined in Article 3 of the Convention of the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA)
 - iii. fraud (within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities of 27/11/1995),
 - iv. terrorist offences or offences linked to terrorist (as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism) or inciting, aiding or abetting an offence as defined in Article 4 of the aforementioned Decision,
 - v. money laundering or terrorist financing, (as defined in Article 2 of the national laws for the Prevention and Suppression of Money Laundering and Terrorist financing (laws of 2007 - 2016)),
 - vi. child labour and other forms of trafficking in human beings in accordance with Article 2 of the Law 60(I) of 2014 on the Prevention, Fighting against Trafficking in and Exploitation of Human Beings and Protection of Victims).

It is noted that the obligation of the Contracting Authority to exclude economic operators from the procurement procedure is also applicable if the person convicted by final judgement or having admitted any of the above, is a member of an administrative, management or supervisory body of the economic operator or has powers of representation, decision or control therein.

- b. They must not be in breach of their obligations relating to the payment of taxes or social security contributions as at the closing date for the submission of Tenders, where these have been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the Republic of Cyprus or with those of the country where they are established.

It is noted that the Contracting Authority can exclude an economic operator from participation in the procurement procedure where it can demonstrate by any appropriate means that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

- c. They must not be bankrupt or the subject of insolvency or winding-up proceedings, their assets must not administered by a liquidator or by the court, they must not be in an

arrangement with creditors, their business activities must not be suspended and they must not be in any analogous situation arising from a similar procedure under national laws and regulations.

- d. They must not be guilty of grave professional misconduct which renders their integrity questionable, as this can be demonstrated by the Contracting Authority by appropriate means.
 - e. They must not have entered into agreements with other economic operators aimed at distorting competition, where the Contracting Authority has reasonably plausible indications to conclude so.
 - f. They must not have a conflict of interest within the meaning of Article 6 of Law, that cannot be effectively remedied without excluding them from participation in the tender procedure.
 - g. They must not have distorted the competition from the prior involvement in the preparation of the procurement procedure, as referred to in Article 38 of Law, unless this can be effectively remedied without excluding them from participation in the tender procedure.
 - h. They must not have shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions.
 - i. They must not be guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, must not have withheld such information or are not able to submit the supporting documents required pursuant to Article 59 of Law,
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 €280.000 Euro.
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.
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.

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) persons.
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:
 - a. Electricity tariff design.
 - b. Required Income calculations for regulated electricity tariffs.
 - c. Advising regulators on regulated electricity tariffs.
3. They must, during the last five (5) years, have completed successfully at least 2 contracts, with a value amounting to at least €30.000 euro and having as their scope the provision of services related to providing support on regulated electricity tariffs, with a minimum participation rate of 50%. 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 6.1. 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.

6.2.4 Commitment not to withdraw the Offer

1. The Letter of Commitment not to Withdraw the Offer must be in the format of the relevant Template contained in the attached Appendix 1 to the Tender Documents (Form 1).
2. In the eventuality that the Tenderer:
 - (a) After the closing date for the submission of Tenders, withdraws its Tender or a part thereof during its period of validity, or
 - (b) has submitted any false declaration or false certificate or
 - (c) Having been notified of the acceptance of its Tender by the Contracting Authority during the period of validity of the Tender, and having been notified to present himself for signing the Contract:
 - (i) Refuses or neglects to produce within the specified time limit any Certificate and/or other document and/or the Performance Guarantee and/or fulfil any other of its obligations deriving from his participation in the present tender procedure, or
 - (ii) Refuses or neglects to sign the Contract.

He may be subject to the following penalties:

- a. Declaration in default and deprivation of all of their rights to the Award of the Contract,
 - b. The penalties provided by the Law and the Regulations regarding participation in future tender procedures leading to the award of a public contract.
3. Furthermore, the Tenderer undertakes the obligation to pay, by way of indemnification, an amount equal to 5% of their financial offer or part thereof which has been withdrawn.

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 2.16 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 written question to the participants, as to whether they accept the extension for a specific period of time. The participants must reply within the period specified by the Contracting Authority. If Tenderers 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. Economic operators must submit their Tenders no later than the deadline for the submission of Tenders specified in paragraph 2.21.
2. Tenders must be submitted electronically, via the workspace of this competition in the e-Procurement System (www.eprocurement.gov.cy).
3. Tenders which were submitted after the specified date and time shall not be taken into consideration and shall be considered to be late.
4. Tenderers are allowed to modify or withdraw their submitted Electronic Tenders through the e-Procurement System, any time PRIOR to the deadline.
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. a compensation of amount payable to the Contracting Authority equal to 5% of the Tenderer's financial offer or part thereof which has been withdrawn, and
 - c. 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, and must be submitted electronically through the particular tender site of the Electronic Public Procurement System (**www.eprocurement.gov.cy**) and must be prepared in the language specified in paragraph 2.18. Manuals, if any, accompanying the Technical Offer may be submitted in the English language.
2. In order to access the electronic tender structure, the Tenderers can use the "Tender Preparation Tool", which is provided free of charge to all users in the electronic system. The Guide for the preparation and submission of electronic tender is attached in Annex III.
3. The Economic Operators may contact the e-procurement support team at the telephone numbers mentioned in the Guide, for assistance on electronic tender submission procedures, before the deadline for the tender submission, during working hours.
4. The Tender envelope contains three (3) Sub-folders with all the information pertaining to the Tender, as follows:
 - A. "Eligibility Criteria sub-folder", containing the following:

- i. The legalisation documents and all other necessary supporting documents for participation in the tender procedure.

B “Technical Part sub-folder”, containing the following:

- i. The Technical Offer Submission Form, fully and correctly completed in accordance with the Template (Form 7) given in the attached Appendix to the Tender Documents.
- ii. The Technical Offer of the Tenderer, as specified in article 8.3 of Part A of the Tender Documents.

C. “Financial Offer Sub-folder”, containing:

- i. the Tenderer’s Financial Offer, as specified in article 8.3 of Part A of the Tender Documents.

If the technical data of the Tender is too large in volume and, consequently, its electronic submission may cause problems, the data will be accepted in print form or in the form of a link.

The maximum volume of data that can be submitted through the System is 100MB.

5. If the Tender contains abbreviations to denote technical or other concepts, the Tenderer must provide definitions of the abbreviations in an accompanying table.
6. All Forms / Declarations to be submitted must be signed by an authorised person.

8.3 Contents of Sub-folders

8.3.1 Contents of “Eligibility Criteria” Sub-folder

The “Eligibility Criteria” Sub-folder contains the requirements for Participation.

8.3.1.1 Eligibility Criteria

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 “Commitment not to Withdraw the Offer” of paragraph 6.2.4 which must be in the format of the relevant Template contained in the attached Appendix to the Tender Documents (Form 1).
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 2), 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 3). It should be noted that the Contracting Authority may ask the tenderers at any time during the bidding process to submit in print or electronic form to the Competent Official, as defined in paragraph 2.9, 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 annual turnover of the Tenderer, where the Tenderer is not obliged to publish audited financial statements. (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.)
- 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 4).
 - 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 4).
 - 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 6.1 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 5).

6. If the Project Team includes key experts (as specified in paragraph 6.1 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 intends to use subcontractors for implementation of part of the Contract to be awarded, declarations of the subcontractors, whereby they shall guarantee to the Contracting Authority that, should the Tenderer be awarded the contract, they shall implement the part of the Contract Scope allocated to them as per the Tender.~~

[NOT APPLICABLE]

8. ~~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 15).~~
 - ~~• 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 8.3.2.2.d is not required.~~

[NOT APPLICABLE]

9. Certification regarding the protection of employees, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 6).

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).

8.3.2 Contents of “Technical Part” Sub-folder

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 7), 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, with further breakdown of work packages into specific tasks, in accordance with the requirements stated in the Terms of Reference and Technical Specifications of Annex II of the Tender Documents.
- Identification and detailed description of the deliverables of the Contract.
- ~~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 8).
- c. CVs of the other experts participating in the Project Team (as specified in paragraph 6.1 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 5). 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 10.
- d. If the Project Team includes other experts (as specified in paragraph 6.1 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.

8.3.3 Contents of “Financial Envelope” Sub-folder

- 1. The “FINANCIAL OFFER” sub-folder shall contain, duly completed, the Financial Offer Form, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 9).
- 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 2.19. 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. The opening of the tenders submitted in time in the e-Procurement System shall be carried out by authorised persons, after the deadline for the submission of tenders as shown in

paragraph 2.21, as described in the procedures for the coordination of the Award of Public Supply Contracts, Public Works Contracts and Public Service Contracts (use of electronic procurement) KDP249/2009.

2. The Competent Body shall open the sub-folders “Eligibility Criteria” and “Technical Part”.
3. Assessment and evaluation of Technical Offers are carried out for the Tenders that have not been rejected in the stage of verification of the participation credentials.
4. Opening of the “FINANCIAL” Sub-folder 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 “ELIGIBILITY CRITERIA” AND “TECHNICAL PART” Sub-folders, 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. The results of this verification should be recorded in a 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.

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 8.3.2, 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 10).
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 seventy 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 Sub-envelope, to determine the degree to which they meet the requirements of the Tender Documents and more particularly the terms of paragraph 8.3.3.
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, using the factor specified in paragraph 2.27 to convert all future payments, if any, to 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, 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 69 of Law 73(I)/2016. 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:

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

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. Where information or documentation to be submitted by economic operators is or appears to be incomplete or erroneous or where specific documents are missing, the Contracting Authorities may request the economic operators concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit provided that such requests are made in full compliance with the principles of equal treatment and transparency. Economic operators 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.
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:

$$L = T * 80\% + C * 20\%$$

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 based on best price-quality ratio.
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 based on price-quality ration.

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 Framework Agreement

1. To draw up the Agreement, the Contracting Authority shall use Part B “Framework 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 he shall be declared in default of the Award made to him and of all rights deriving from it, and the Tenderer shall be subject to the penalties refer to in paragraph 6.2.4.
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 11) of the Appendix to the Tender Documents, to confirm that the participation requirements under items (a), (b), and (c) 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).
 - d. The Performance Guarantee for the Contract, in accordance with the provisions of the following paragraph.
5. The stamp duties of the Agreement to be signed shall be fully borne by the Contractor.

10.5 Performance Guarantee

1. Not applicable

11. WORK ORDERS

1. With the commencement of the Framework Agreement, the Contracting Authority can, when needed, submit Work Orders, as determined in Part B “Framework Agreement – Special Conditions of Contract”.

2. In the Work Orders, the Contracting Authority will give detailed information regarding the object of the work that the Contractor needs to complete, and the timeline for completion.
3. The Contractor, after studying the Work Order, shall submit the estimated timeframe and Man Days required in order to complete the object of the Work Order. The Man Day cost of the Contractor will have been determined in the Financial Offer.
4. The Contracting Authority, having assessed the estimated time needed for the completion of the work object, may assign the Work Order to the Contractor.
5. After the signature of the relevant Work Order, the Contractor will proceed to complete the Work Order and submit the relevant report.
6. Work Orders can be issued by the Contracting Authority during the duration of the Framework Agreement.
7. The Framework Agreement does not impose any obligation to the Contracting Authority to issue or assign Work Orders or guarantee the assignment of Work Orders of a specific value.



CYPRUS ENERGY REGULATORY AUTHORITY

**FRAMEWORK AGREEMENT FOR THE PROVISION OF
SUPPORT TO CERA IN RELATION TO ELECTRICITY TARIFFS
AND RELATED FINANCIAL ISSUES**

TENDER NO. 04/2018

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

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PART B: AGREEMENT – SPECIAL CONDITIONS OF CONTRACT

PREAMBLE

The Cyprus Energy Regulatory Authority (“CERA”), having its headquarters in 81-83 Gr. Digeni Avenue, 3rd floor, 1080 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. 04/2018 for the award of the Contract for FRAMEWORK AGREEMENT FOR THE PROVISION OF SUPPORT TO CERA IN RELATION TO ELECTRICITY TARIFFS AND RELATED FINANCIAL ISSUES 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 Framework 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, which involves a Framework Agreement, the Contractor undertakes to provide services in accordance with the terms and conditions laid down in the Contract, as detailed in Annex II and the Work Orders issued by the Contracting Authority.
2. The present Contract is a Fee-based Contract in the meaning of the respective definition given in article 1 of Annex I. GENERAL CONDITIONS OF CONTRACT.

3. The Framework Agreement does not impose any obligation to the Contracting Authority to issue or assign Work Orders or guarantee the assignment of Work Orders of a specific value.

3. 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, CERA Chairman.

4. DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION

1. The present Framework Agreement shall enter into effect as of the time of its signature.
2. The Framework Agreement shall be in force for 24 months from the date of commencement, with the Contracting Authority's right to extend the Agreement by 24 more months. The services and the periods for implementation of the individual deliverables and their delivery times shall be stated in detail in the Works Order issued by the Contracting Authority.
3. All Terms and Conditions of the Framework Agreement will be in effect for all Works Orders submitted by the Contracting Authority in the duration of the Framework Agreement. After the end of the Framework Agreement any pending Work Order needs to be completed according to the Terms and Conditions of the Framework Agreement.

5. WORK ORDERS

1. The Contracting Authority can, when needed, submit Work Orders, where the object of the work that needs to be completed by the Contractor will be described in detail.
2. During the time when the Framework Agreement is in force, Work Orders will be submitted by the Contracting Authority to the Contractor, with the aim of assigning of work to the Contractor.
3. In each Work Order all relevant details regarding the services to be offered for the specific Work Order will be included.

4. For each Work Order submitted by the Contracting Authority, the Contractor, within five (5) working days will send the estimated Man Days needed for the Work Order to be completed.
5. The Contracting Authority will assess this Man Days estimate and may assign the completion of the Work Order to the Contractor.
6. In such a case, the Contractor has to accept the Work Order and sign the relevant document within a reasonable timeframe that the Contracting Authority will define. If this deadline passes and the Contractor does not sign the Work Order, the Contracting Authority has the right to terminate the Framework Agreement.

6. REPORTS

For each Work Order assigned, the Contractor is obliged to submit a Report within the timeframe agreed.

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. An advance payment equal to 0%-20% of the Work Order Value*, after signature each Work Order.
 - b. Final instalment equal to 80%-100% of the Work Order Value*, after final acceptance of each Work Order.

*The Work Order Value of each Work Order will be calculated as the Man Days estimated for the specific Work Order multiplied by the Man Day cost submitted in the Contractor's Financial Offer.

The above percentages for the advance payments and final payment will be determined in the documents of each Work Order.

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 five per cent (5%) of the Contract Value of each Work Order, 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 27 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 or Greek 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 81-83 Gr. Digeni Avenue, Iacovides Tower, 3rd floor, 1080 Nicosia or to the electronic mail address regulator.cy@cera.org.cy or, if sent by facsimile, to +357 22 667763.
- 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

FRAMEWORK AGREEMENT FOR THE PROVISION OF SUPPORT TO CERA IN RELATION TO ELECTRICITY TARIFFS AND RELATED FINANCIAL ISSUES

TENDER NO. 04/2018

ANNEX I: GENERAL CONDITIONS OF CONTRACT

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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 Framework 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 2016 (KDP 138/2016) 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.

WORK ORDER

The request by the Contracting Authority for the provision of services from the Contractor according to the procedures described in the Framework Agreement.

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. If the Contract is signed in more than one language, the Greek version shall prevail in the event of inconsistencies between the different language versions.
4. 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.
5. 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 – Performance Guarantee

1. Not applicable.

Article 6 – Assignment

1. Not applicable.

Article 7 – Subcontracting

1. Not applicable.

Article 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 some time 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.

Article 14 – Trainees

1. If required by the Terms of Reference, the Contractor shall provide training for the period of execution of the Contract for trainees designated by the Contracting Authority under the terms of the Contract.
2. Training by the Contractor of the above trainees shall not confer on them the status of Contractor employees. They must however comply with the instructions of the Contractor

and with the provisions of Articles 9 and 10, as if they were employees of the Contractor. The Contractor may, by a justified written request, request the Contracting Authority to replace any trainee whose work or conduct is not satisfactory

3. Unless otherwise provided for in the Contract, the remuneration of trainee employees of the Contracting Authority and the travel, accommodation and all other expenses incurred by such trainees shall be borne by the Contracting Authority.

IMPLEMENTATION OF CONTRACT SCOPE

Article 15 – 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 16 – 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 17 – 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 18 – 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. 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 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 can not 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.
4. 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".
5. 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.
6. 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.
7. In accordance to the provisions of N.38(I)/2014 for the Accounting, Financial Management and Financial Control of the of the Republic (Revised) Law of 2014, which has been published in the Official Gazette of the Republic on 28.3.2014, the Accountant General of

the Republic may, during the conducting of any payment to the Contractor in accordance to the present contract, withhold any amount due by the Contractor to any Ministry, Department, Independent Service or other special fund of the Republic.

Article 19 – 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 20 – 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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

**FRAMEWORK AGREEMENT FOR THE PROVISION OF
SUPPORT TO CERA IN RELATION TO ELECTRICITY TARIFFS
AND RELATED FINANCIAL ISSUES**

TENDER NO. 04/2018

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

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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.

CERA is responsible for advising the Minister of Energy, Commerce, Industry and Tourism on all issues concerning the Energy Market.

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.

CERA has embarked on a major reform of the energy sector, also involving the other institutional energy stakeholders. The reform of the energy sector includes the full implementation of the so called "Third Energy Package" of the European Union by 2019 and the formulation of a comprehensive strategy for the rearrangement of the Cyprus energy sector, with a view to introducing open, transparent and competitive energy markets. In addition, the current planning foresees an introduction of natural gas to the island within the next decade.

The main developments over the last two years include adopting the new market model for the electricity market, which is based on the EU Target Model for electricity. The New Model will be implemented in July 2019, in the meantime an intermediate solution is provided. Also, new electricity tariffs were put in force.

On 19 June 2015, Regulatory Decision 02/2015 - "Regulatory Practice Statement and Electricity Tariffs Methodology" [K.Δ.Π. 208/2015] was published. The objective of the revision of the Regulatory Practice Statement and Electricity Tariffs Methodology is to harmonise with the best practices in Europe, and to achieve a more rational method of calculating the Allowed Revenue and therefore the electricity tariffs.

The primary objectives of the regulation of tariffs is the maximisation of the long-term competitiveness of Cyprus economy, the short term and long-term protection of the consumers' interests against prices formed on a monopoly basis, fulfil the PSOs, secure energy supply and promote cost efficient and quality energy services provided by the Licensees.

The Tariff Methodology contains other, more specific objectives, which require tariffs to:

- allow the prospect of recovery of efficient costs;
- be cost-reflective (i.e. reflect the true cost of supply);
- encourage efficient consumption decisions by consumers;
- avoid cross subsidies between different electricity sector activities;
- be fair and non-discriminatory unless justified on the grounds of other tariff objectives; and
- be simple, transparent and predictable, amongst other objectives.

The determination of the level of new tariffs can be divided into two stages: (a) the determination of the Allowed/ Required Revenues and (b) the determination of the structure of new tariffs.

In the process of setting the new electricity tariffs, the Electricity Authority of Cyprus (EAC), which is the dominant participant in the electricity market and whose tariffs are regulated by CERA, submitted summary calculations of the Allowed Revenues for the regulatory period 2017 - 2021. After processing and verifying the submitted data, CERA decided on 13 July 2016 to preliminarily approve EAC Allowed Revenues for the regulatory period 2017 - 2021 (Decision No. 1524/2016), provided that these would be differentiated on the basis of ten remarks and provided that the six outstanding issues stated in the Decision will be resolved as soon as possible.

EAC, taking into account the instructions of CERA related to the preliminary approval of Allowed Revenues, submitted to CERA on 10 October 2016 the study of its Economic Consulting Associates on the proposed new structure of wholesale electricity tariffs and the tariffs for the supply of electricity to final consumers, as well as the level of tariffs resulting from the Allowed Revenues as they have been previously approved by CERA.

In addition, following the instructions of CERA, EAC launched a public consultation on the proposed structure of the new tariffs from 27 October to 27 November 2016. The final suggestion on new Tariffs for 2017 was submitted by EAC, and **CERA approved the Allowed Revenue for the first regulatory period of 2017-2021 and the Tariffs of 2017, with the Decision 97/2017 dated 26/05/2017. The new tariffs were implemented in September 2017.**

The Tariffs for 2018 were also approved, with CERA's decision no. 265/2017, on 12/12/2017.

All above mentioned Decisions are published in CERA's website, www.cera.org.cy.

EAC Operational and Accounting Separation, Separated Regulatory Accounts, based on Regulatory Decisions 02/2014, 03/2014 and 04/2014

In July 2014, CERA issued the following Regulatory Decisions:

- Regulatory Decision No. 02/2014 regarding the Regulatory Accounting Instructions for the preparation of Separate Accounts of EAC.
- Regulatory Decision No. 03/2014 regarding the Accounting Separation of EAC Activities.
- Regulatory Decision No. 04/2014 regarding the Operational Separation of EAC Activities.

with the aim of facilitating the supervision of EAC by CERA.

In 2015 and 2016, EAC implemented the above regulatory decisions under the continuous monitoring of CERA.

The Operational Separation of EAC's activities is formally in effect as from 1 December 2016, and CERA is in the process of employing consultants to review the implementation of the regulatory separation. The review will last for more than 18 months and will take place in three stages: April 2017, December 2017 and December 2018.

In September 2016, the Separated Regulatory Accounts (SRAs) for each activity for the year 2015 were submitted by EAC and were examined by CERA and its consultants, and comments and observations were sent. The SRAs for 2016 were also submitted to CERA. CERA has approved the request of EAC for the non-publication of the SRAs of 2014, 2015 and 2016, but has stated that the SRAs of 2017 will be published, with the purpose of providing relevant information to the market.

2. OBJECTIVE, PURPOSE AND EXPECTED RESULTS

2.1 Overall objective and purpose of the Contract

The overall objective of the project of which the present Contract is part of, shall be to form a Framework Agreement, so that the Contractor, through Work Orders, will provide assistance to CERA in respect to financial matters that relate to the electricity market in Cyprus for the regulatory period of 2017-2021. More details are provided in paragraph 3.1 below.

2.2 Expected results

Analysing and reviewing relevant studies, issuing reports and providing suggestions to CERA as regards the object of each Work Order, issued under the scope of the Framework Agreement.

3. SCOPE OF FRAMEWORK AGREEMENT AND SUBSEQUENT WORK ORDERS SCOPE

3.1 Activity breakdown

As stated in paragraph 2.1 above, the purpose of the Framework Agreement is the provision of support to CERA in matters related to electricity tariffs, required income, and separated regulatory accounts of the electricity market, and specifically:

- ~ The review and approval of electricity tariffs for each year of the remainder of the regulatory period 2017-2021.
- ~ The review and amendments to the Required Income in the regulatory period 2017-2021 to be recovered by the regulated electricity tariffs on the basis of the regulatory framework in place. Required Income consists of controllable operating expenses, non-controllable operating expenses and a return on the Regulated Asset Base. All these elements will need to be evaluated by the Contractor during the review of the Required Income of the regulated activities of Generation, Transmission, Distribution and Supply of electricity of the Vertically Integrated Entity in Cyprus (EAC).
- ~ The review of the Separated Regulatory Accounts (SRAs) of the regulated entity and the assessment of the performance of each regulated activity of Generation, Transmission, Distribution, Supply of electricity.
- ~ Any other issues that might arise in relation to the financial and economic assessment of the regulated entities in the electricity market of Cyprus.
- ~ Any other issues that might arise in relation to regulated electricity tariffs in Cyprus.

The Contractor, in completing each Work Order, needs to take into account all relevant legislative framework as well as relevant guidelines that CERA has issued.

Detailed information on the reports, studies, financial statements, information and other inputs that need to be studied and the reports that will need to be issued in the scope of this Framework Agreement will be included in each Work Order.

3.2 Project Management

3.2.1 Organisational structure

Organisational structure of the Contracting Authority

The Contracting Authority will appoint a Project Manager (an official of the Contracting Authority) to supervise and coordinate the overall progress in the implementation of the Contract Scope and of the relevant activities, set priorities, provide guidance, and evaluate the results (deliverables and reports).

CERA Members will approve all deliverables submitted in the context of the Framework Agreement.

The Contracting Authority shall provide the personnel necessary to manage and resolve issues related to the management of the Contract.

The Project Manager shall be the contact person for all communications with the Manager to be appointed by the Contractor.

Organisational structure of the Contractor

The Contractor shall be responsible for the performance of the Contract Scope, until acceptance by the Contracting Authority of the deliverable(s) of each Work Order. 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.
- 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), and provision to it of information updates on the implementation progress, the work carried out and the solutions or alternatives adopted.
- Will act as the contact person between the Contracting Authority and the Contractor.

The Contractor shall bear all costs in connection with the implementation of the Contract Scope, with the exception of any travelling expenses, if any.

In the case physical presence is required in the premises of the Contracting Authority or elsewhere in Cyprus for the successful implementation of the Contract Scope, if agreed by both parties, the Contracting Authority will reimburse the accommodation and travelling expenses (economy class airfare and travelling to/from airport only) at cost. This paragraph applies only in case the Contractor is based outside Cyprus.

The Contractor shall ensure sufficient resources for translation, interpretation, printing etc., as required by the Contract Scope activities in each case. In the case that documents provided by the Contracting Authority which are necessary for the Work Order to be completed, are in the Greek language and translation in English is necessary, the Contractor has the responsibility to translate them.

3.2.2 Facilities to be provided by the Contracting Authority

The Contracting Authority will secure the cooperation of third parties (access to information held by other entities or Services, meetings with competent officials of other entities or Services, etc.) whenever necessary.

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 duration of the Framework Agreement is 24 months from the date of signature of the Contract with the right to renewal for additional 24 months by the Contracting Authority.

5. REQUIREMENTS

5.1 Staffing of Contractor's Project Team

Technical and professional capacity criteria relating to the team delivering the service

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:

The team delivering the service should include, as a minimum, the following profiles:

- **One (1) Project Manager/ Key Expert 1:**
 - A degree and/or post graduate degree in a cognitive field directly related to the object of the work to be done (electricity tariffs, analysis and approval of required income, review of financial statements).
 - At least 8 years of experience in management of projects in the area of electricity tariffs, analysis and approval required income.
- **One (1) expert in Economics or Accounting/ Key Expert 2:**
 - A degree and/or post graduate degree in Economics, Accounting or relevant degree.
 - At least 3 years of experience in working on projects in the area of electricity tariffs, analysis and approval of required income and review of financial statements of regulated entities in the electricity industry.

The following evidence should be provided to fulfill the above criteria:

- The educational and professional qualifications of Key Experts (CVs) and of any other management staff or staff. Each CV provided should indicate the intended function in the delivery of the service.

It is stated that Key Expert 1 and Key Expert 2 are the only ones eligible for covering of their travelling costs as stated in paragraph 3.2.1.

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.

The experiences of the Key Experts will also be evaluated as part of the Technical Assessment of the Proposal.

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.

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

The deliverables of each Work Order will be reports to be submitted to the Contracting Authority according to the provisions of paragraphs 3.1 above. Detailed information on the reports that

will need to be issued in the scope of this Framework Agreement will be included in each Work Order.

6.2 Submission and approval of Reports

All the Reports of the above paragraph should be submitted electronically to the Contracting Authority, for the attention of the Project Manager. The contractor will maintain regular communication with CERA. All reports and deliverables shall be provided in English or Greek. Deliverables should be submitted to CERA in draft form (in MS Word) for comments according to the timetable of each Work Order. All deliverables will be reviewed by CERA. If CERA does not react within 20 working days, the deliverable shall be deemed approved. If there are comments by CERA these need to be included and taken into account by the contractor for the final version of the deliverable and a reasonable period of time for making the amendments will be agreed between the parties. All reports should be written in a concise, clear language and allow the reader to follow the thought-process leading to the final recommendations, inter alia by shortly presenting and assessing the pros and cons of several alternative options whenever this is feasible. Final approval to release payment is done by CERA. The final reports will be submitted electronically in .pdf and/or MS Word (.doc , .docx) compatible formats. Furthermore, upon request by CERA, the contractor is at any point in time required to inform CERA about the current state of the Work Order activities.



Treasury of the Republic

**Guide for the Preparation and
Submission of Electronic Tenders
(ePPS)**

Date: Monday, February 5, 2018

Version: 1.0

For more information:

Helpdesk Support for eProcurement

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1. Introduction

This guide presents all the necessary steps towards the preparation and submission of a tender in the context of a Call for Tender (CfT).

The tender preparation is feasible by using a tool, directly through the eProcurement Site, or offline by downloading it locally. Note that, in both cases all generated files, documents, draft of the tender and any other file that is part of the tender, are stored locally on the computer where the process takes place. In any case, nothing is stored or uploaded on the system prior the successful completion of the Tender Submission step.

Note that the system is compatible with the Browsers Microsoft Edge, Google Chrome and Mozilla Firefox. Moreover, for the operation of the tender preparation tool Java application is required.

1.1. Best Practices

- ✘ Gather all files/docs that will be included in your tender in a folder of your computer.
- ✘ It is recommended as you follow the online process for the preparation of your tender.
- ✘ Attach only once each file in your tender.
- ✘ Check your files for viruses.
- ✘ Compress (zip) your files in case you need to attach more than one, in specific criterion.
- ✘ Replace large files with smaller ones.
- ✘ The maximum size for each tender package is up to **100MB**

It is noted that, you need to prepare your tender in time in order to give time to the Helpdesk team to provide support in the event of a problem (Helpdesk 22605050 working hours 08:00 -15:00)

2. Online Tender Preparation

The tender package should be prepared by using the tender structure¹, available in the context of each competition (Call for Tender). The tender structure consists of criteria related with the nature/structure of the tenderer organization, as well as technical and financial criteria. These criteria should be filled-in by the tenderer using the tender preparation tool available in the system.

More detail regarding the tender preparation tool is available in *ANNEX I. Tender Preparation Tool*

- ✚ The filling-in process of a tender with the tender preparation tool comprises the following steps:
 1. Access to the Tenders form
 2. Open the tender preparation tool
 3. Provide the required information in the Envelopes/Sections/Lots
 4. Save the tender locally on your computer
 5. Generate and submit the tender package

2.1.Step 1: Start the Tender Preparation Tool

- ✚ You will first have to locate the CfT, and navigate to the Tenders site through the relevant menu.

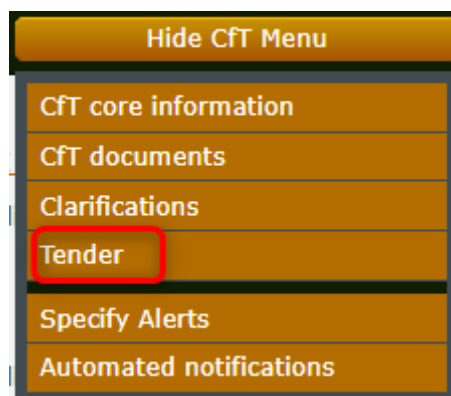


Figure 1. CfT menu

- ✚ In the Tenders view you may associate users of your organization with the CfT (Figure 2, p.1)
- ✚ Next, accept the terms and conditions of the CfT by pressing **Accept & Confirm all of the above**, (Figure 2, p.2).

¹ Is an xml file containing the structure of a tender.

View Tenders

▼ CfT: test tender structure modification Show CfT Menu

1. Type of association

1. Associate all users of my Economic Operator with this CfT

2. Associate only myself with this CfT

2. Accept Agreement for this CfT

[View Supplier Declaration.doc](#)

3. Confirm the validity of your user details

Name	Last Name	Username
alpha	User	alpha

Accept & Confirm all of the above Cancel

Figure 2: Agreement Acceptance



By associating yourself or other users of your organization with the CfT, you will receive automatic notifications regarding clarifications, amendments, deadlines etc. for the specific CfT.

✚ Next click on **Launch Tender Preparation** (Figure 3).

Επισκόπηση Προσφορών

i **Tender submission is now open.**
Please click on "Launch Tender Preparation" link for the Tender Preparation Tool to start and then complete all sections, saving as draft quite often. After completing all sections, submit your tender. Your tender should then be listed in the list of submitted tenders below. Κλείσιμο

▼ Διαγωνισμός: Συμφωνία Πλαίσιο για την Προμήθεια Εξοπλισμού και Υπηρεσιών Πληροφορικής Προβολή Μενού Διαγωνισμού

i **Save your draft tender before you open any other menu or leave the tender preparation tool.**
All saved data in your draft tender is stored locally on your PC. No data is transferred to the system until you click on the "Pack and Submit tender" button, which encrypts and submits your tender.

Launch Tender Preparation

Κύκλος 1

Figure 3: Tender preparation tool opening

✚ Depending on your favorite browser (Edge, Internet Explorer, Mozilla Firefox, Google Chrome etc.), you will be prompted to open or save a *.jnlp* file. In any case, open this file.

- ✦ In case the popup of Figure 4 appears, it means that you do not have the latest version of Java installed. In case you want to upgrade java to the latest version, click Update, otherwise choose later and continue.

 *The Tender Preparation Tool requires Java installed on your computer. To get the latest version, visit the site <http://java.com/en/download/index.jsp>.*

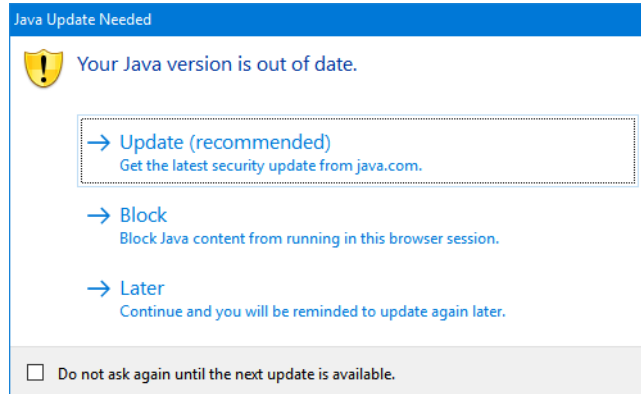


Figure 4: Java update

- ✦ In case you see the popup of Figure 5, select the checkbox (Figure 5, p. 1), and the click **Run** (Figure 5, p. 2).

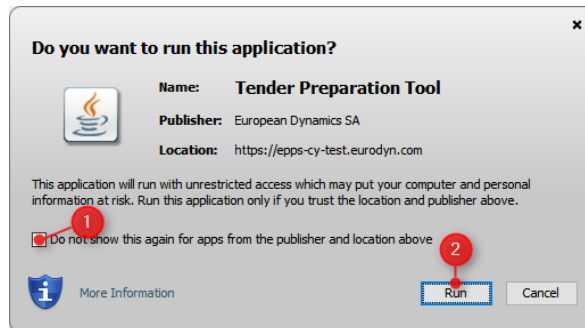


Figure 5: Startup message of the tender preparation

- ✦ Next, provide the credentials you use to access eProcurement site, and click OK (Figure 6).

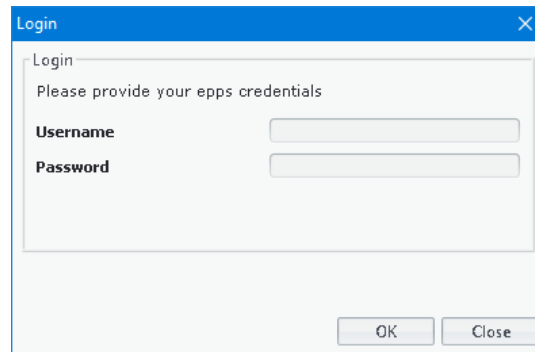


Figure 6: Login

- ✦ Next, confirm the user details of the popup window (Figure 7), by pressing **Confirm**. If the details are invalid, click **Reject**, and contact the system support team.

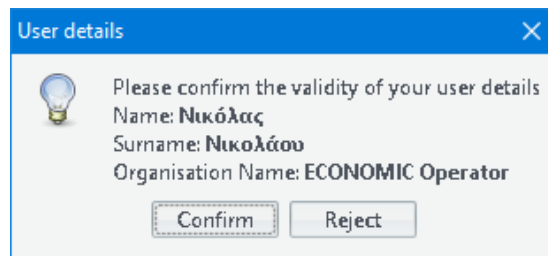


Figure 7: User details confirmation



If there is a problem with starting the tool, refer to ANNEX III. Technical Problems

2.2.Step 2: Fill in the required information

- ✦ To provide the required information, you must go through each Envelope/Section/Lot and enter or choose a value for the criteria. If a value provided is not compatible with the limitations of the criterion, the tool will automatically notify you.
- ✦ If the tender structure is divided into lots you have to declare which lot(s) you are bidding for (Figure 20: Selection of lots, page 13).
- ✦ To save a draft of your tender on your computer, click the «**Save**», Figure 16 p.1, page 12). From the popup window, select the location on your computer where you want to save the draft of your tender (Figure 16 p.1). Once you name the tender (Figure 16 p.2), click **Save**. An example of the generated files appear on Figure 17.



Under no circumstances should you interfere with the contents of the files generated by saving your tender (Figure 9). Modifying files without using the tool may cause problems with your tender.

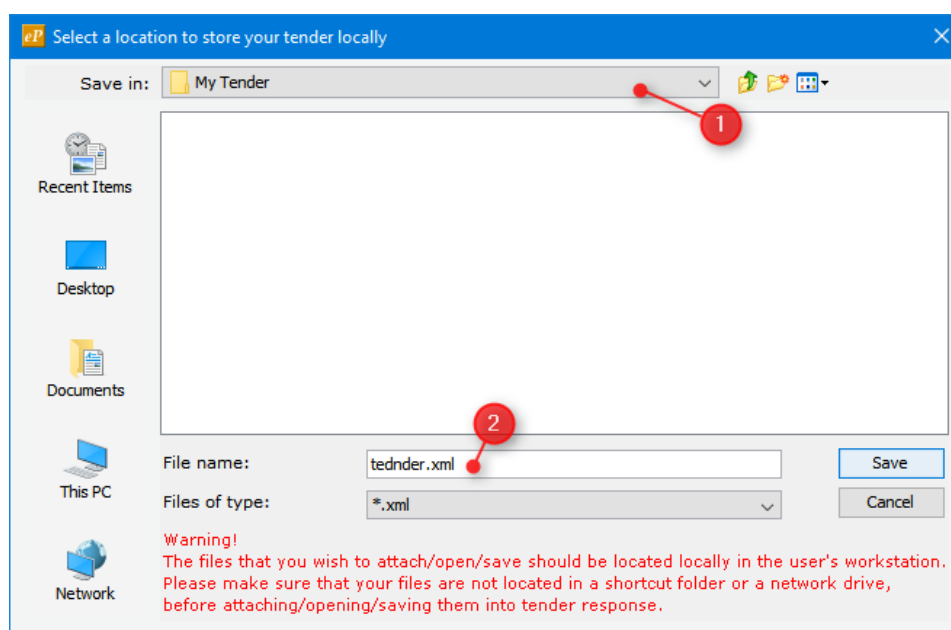


Figure 8: Tender save

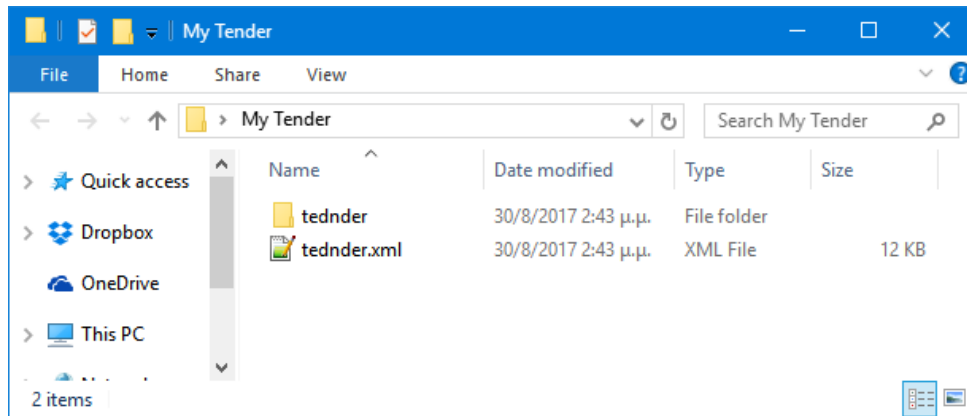


Figure 9: Tender files on local computer

- ✚ To make sure that you have completed a mandatory criterion, the success sign ✓ (Figure 10, p.1) should appear.

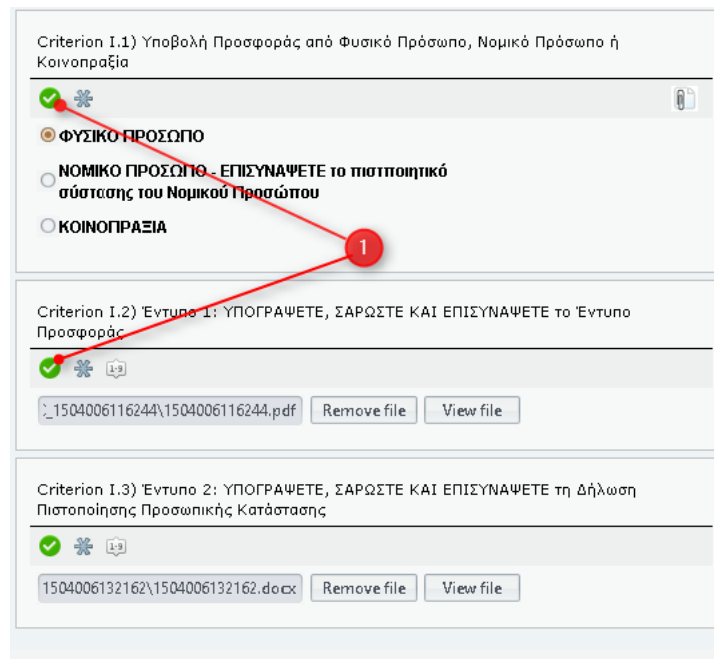


Figure 10: Successful completion of criterion

- ✚ Once all the mandatory criteria of an envelope have been filled-in, the strip to the right of each envelope becomes green (Figure 11, p. 1). In addition, in the left rea of the window, there must be the success sign ✓ for all the lots of the envelope (Figure 11, p. 2). If you have not filled-in all the mandatory criteria, then the strip to the right of the folder should be empty (Figure 11, p. 3).

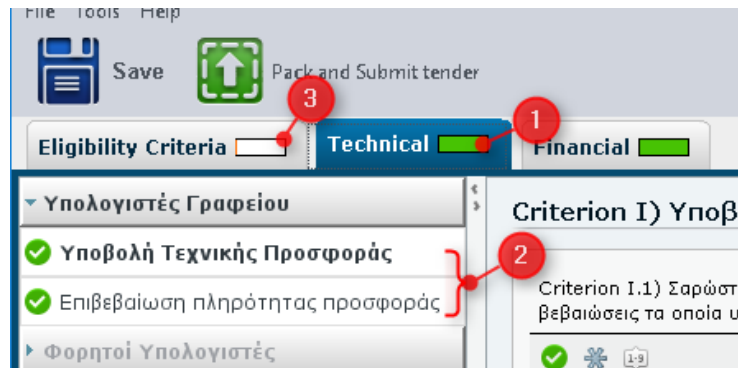


Figure 11: Successful completion of envelope content

- At the top right area of the window, the percentage of the completion of the tender appears. The indication 1 of Figure 12, means that no envelope of the tender was completed. Whereas, at point 2 of Figure 12, it seems that all envelopes were filled-in.

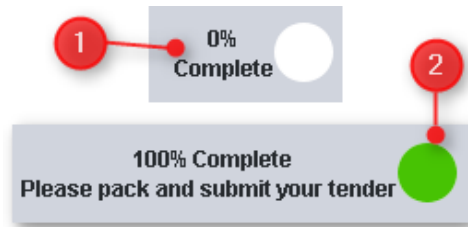


Figure 12: Tender completion percentage

2.3.Step 3: Tender Validation (Optional)

The tender validation confirms the correct completion of all the criteria, as well as the completion of all mandatory ones. When a criterion is not filled-in correctly, that is, if you give text to a field asking for a numeric value, then the field is not considered complete. Therefore, the completion rate will not be 100%.

- To check your tender for any deficiencies, select **Tools** and then **Validate Tender** from the menu at the top of the tool.
- If the validation is successful, (Figure 13) the tender is ready for export to Tender Package, and submission. If possible omissions are detected, the validation is deemed unsuccessful and the omissions for each criterion are listed. (Figure 14, p.1). A link next to each validation message, redirects to the location of the respective criterion that you have failed to fill.

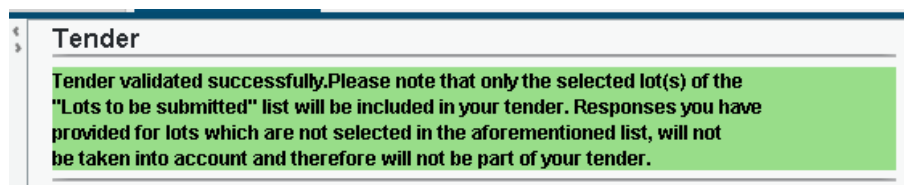


Figure 13: Successful tender validation

Tender > Φορητοί Υπολογιστές > Technical > Υποβολή Τεχνικής Προσφοράς

Σαρώστε και επισυνάψτε σε ένα συμπίεσμένο αρχείο όλα τα πιστοποιητικά ή και βεβαιώσεις τα οποία υποστηρίζουν τα προτεινόμενα προϊόντα σας: Please enter a value

Tender > Φορητοί Υπολογιστές > Technical > Επιβεβαίωση πληρότητας προσφοράς

Έχω συμπληρώσει και υποβάλλω τον Πίνακα του Περιεχόμενου II για την παρούσα Ομάδα: Please enter a value

Έχω συμπληρώσει και υποβάλλω τα απαιτούμενα έντυπα για τη συμμετοχή μου στο διαγωνισμό: Please enter a value

Tender > Φορητοί Υπολογιστές > Financial

Παρακαλώ όπως συμπληρώσετε τη συνολική τιμή της Ομάδας: Please enter a value and attach a mandatory attachment

Figure 14: Unsuccessful tender validation

2.4.Step 4: Tender Package Creation and Submission

- ✚ Once you fill-in and validate your tender click the **Pack and Submit Tender** button. This comprises the last step of the tender preparation and submission process. At this step, your tender package is created locally and uploaded on the system.
 - Your tender package is an encrypted compressed (zip) file, which only the system may decrypt after the tender submission deadline and throughout the tender unlocking period. Note that the package is created in the location you initially assigned to store you tender files (Figure 8).
- ✚ To verify the successful submission of your tender package, go back to the Tenders Review page of eProcurement (Figure 2).
- ✚ Make sure your tender appears under the Submitted Tenders table (Figure 15), and check its status, (Figure 15, p.1).

Cycle 1											
List of submitted Tenders (created online/offline)											
#	Submitted By	Name	D/P receipt ID	D/P submission time	T/P receipt ID	T/P submission time	T/P conformance	Status	D/P match result	Rec on T	
1	alpha	tenderTemplateFile1517987389808_TENDER.zip	N/A	N/A	000000171	07/02/2018 09:11:51	✓	✓	✓	✓	Remove

Figure 15: Submitted tenders

- ✚ During the tender submission period, you have the right to upload a new tender, thus replacing the old one or to withdraw your tender as many times you wish.

ANNEX I. Tender Preparation Tool

✚ The Tender Preparation Tool is divided into the following areas:

1. The main menu (Figure 16 and Figure 17, p.1): consists of buttons supporting basic operations

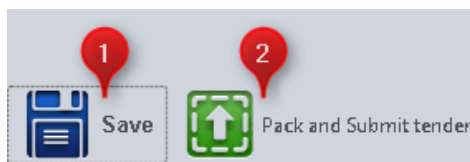


Figure 16: Tender preparation tool menu

2. Sections area (Figure 17, p.2): Includes the different sections of the selected envelope.
3. Work area (Figure 17, p.3): Includes the content of the selected section (Envelope/Section/Subsection), and allows you to fill in the required information.
4. Envelopes area (Figure 17, p.4): Includes the envelopes of the tender.

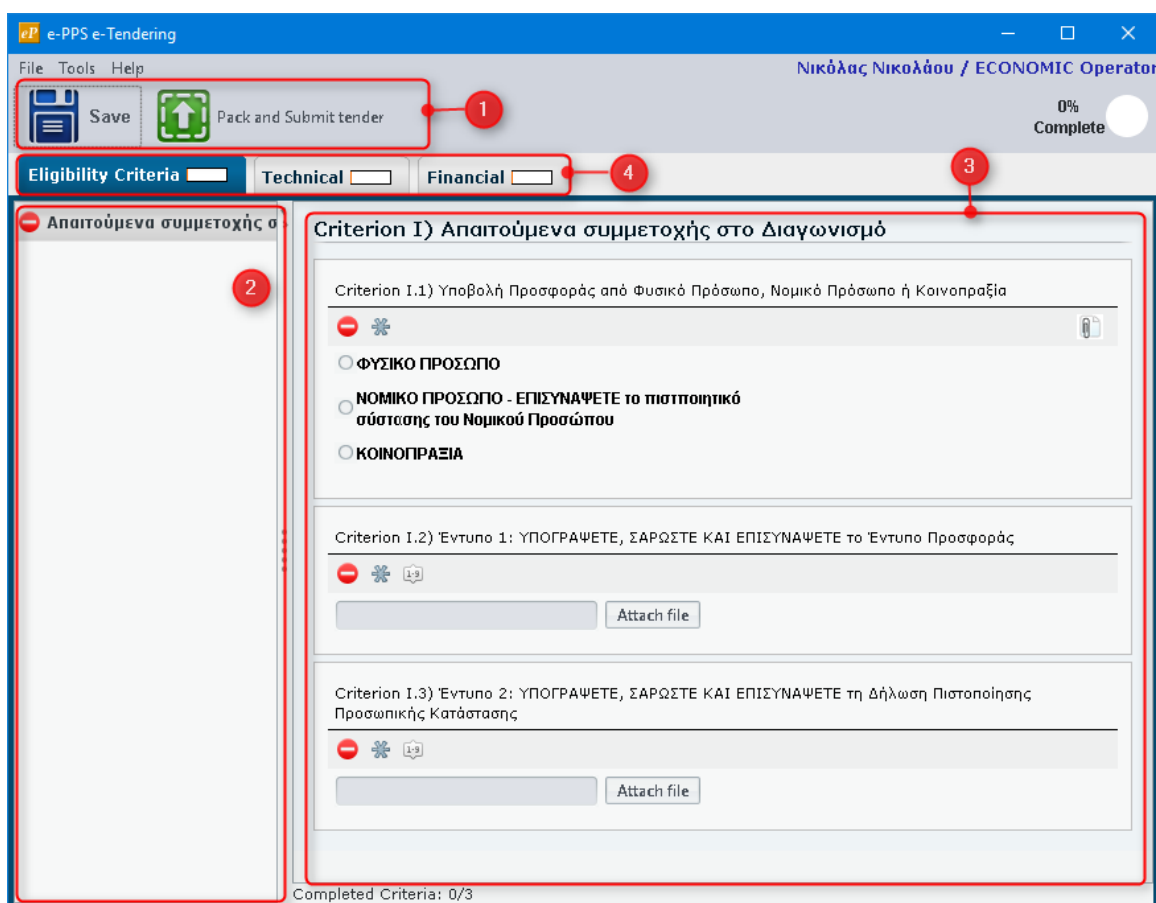


Figure 17: Tender preparation tool

✚ Each tender usually consists of the Eligibility Conditions, Technical Part and Financial Envelope, within of which Sections and Subsections exist (Figure 18). In case of lots in a tender structure,

the hierarchy is differentiated, so that each lots contains a separate technical part and economic envelope (Figure 19).

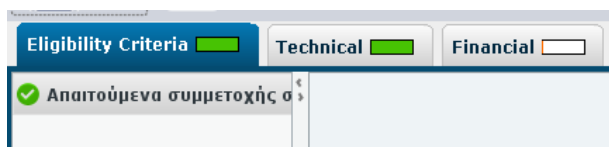


Figure 18: Tender Structure

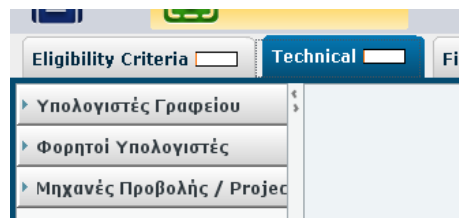


Figure 19: Technical Envelope with Lots

- ✚ In the event of lots, and in case where the tendering for one or more lots is allowed by the terms of the CfT, then you have to choose which of these will be included in your tender. (Figure 20).

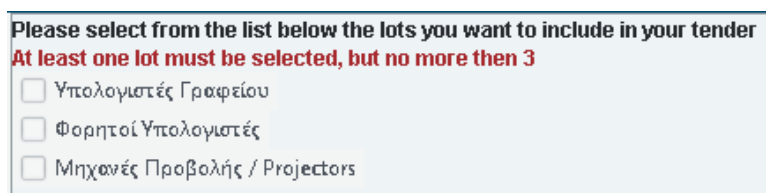


Figure 20: Selection of lots

- ✚ When an Envelope or a Lot is selected from the Envelopes area (Figure 17, p.4), its Sections appear in the Sections area (Figure 17, p.2).
- ✚ The asterisk next to a criterion indicates that it is mandatory (Figure 21, p.2). Whereas dead-end icon, indicates that the mandatory criterion has not been provided yet. (Figure 21, p.1). If the criterion permits the attachment of a file, then the icon 3 of Figure 21 appears next to the criterion.



Figure 21: Criteria characteristics

- ✚ A criterion may be one of the following:
 - Text field
 - Text area
 - Numbers
 - Dates
 - Date Periods
 - Files
 - Lists of options

Criterion I) Απαιτούμενα συμμετοχής στο Διαγωνισμό

Criterion I.1) Υποβολή Προσφοράς από Φυσικό Πρόσωπο, Νομικό Πρόσωπο ή Κοινοπραξία

ΦΥΣΙΚΟ ΠΡΟΣΩΠΟ

ΝΟΜΙΚΟ ΠΡΟΣΩΠΟ - ΕΠΙΣΥΝΑΨΕΤΕ το πιστοποιητικό σύστασης του Νομικού Προσώπου

ΚΟΙΝΟΠΡΑΞΙΑ

Criterion I.2) Έντυπο 1: ΥΠΟΓΡΑΨΕΤΕ, ΣΑΡΩΣΤΕ ΚΑΙ ΕΠΙΣΥΝΑΨΕΤΕ το Έντυπο Προσφοράς

Attach file

Criterion I.3) Έντυπο 2: ΥΠΟΓΡΑΨΕΤΕ, ΣΑΡΩΣΤΕ ΚΑΙ ΕΠΙΣΥΝΑΨΕΤΕ τη Δήλωση Πιστοποίησης Προσωπικής Κατάστασης

Attach file

Figure 22: Section/Subsection criteria

- ✘ You are requested to provide your value to all mandatory criteria of the eligibility criteria and technical envelopes, as set by the Contracting Authority.
- ✘ In the Financial Envelope, you are requested to provide your financial value either in total or for each lot (where applicable). To attach a file along with your financial value use the **Attach file** button (Figure 23, p.1)

Year 0 Currency: EUR Overall Discount: %

	Value	Prese...	Disco...	Relev...	
* Παρακαλώ όπως συμπληρώσετε τη συνολική τιμή της Ομάδας	0,00	0,00	0,00		* Attach file
Totals	0,00	0,00	0,00		

Figure 23: Financial value

ANNEX II. Tenders Review

✚ To access the Tenders Review page select “Tender” from CFT menu (Figure 24, p.1)



Figure 24: CFT Details

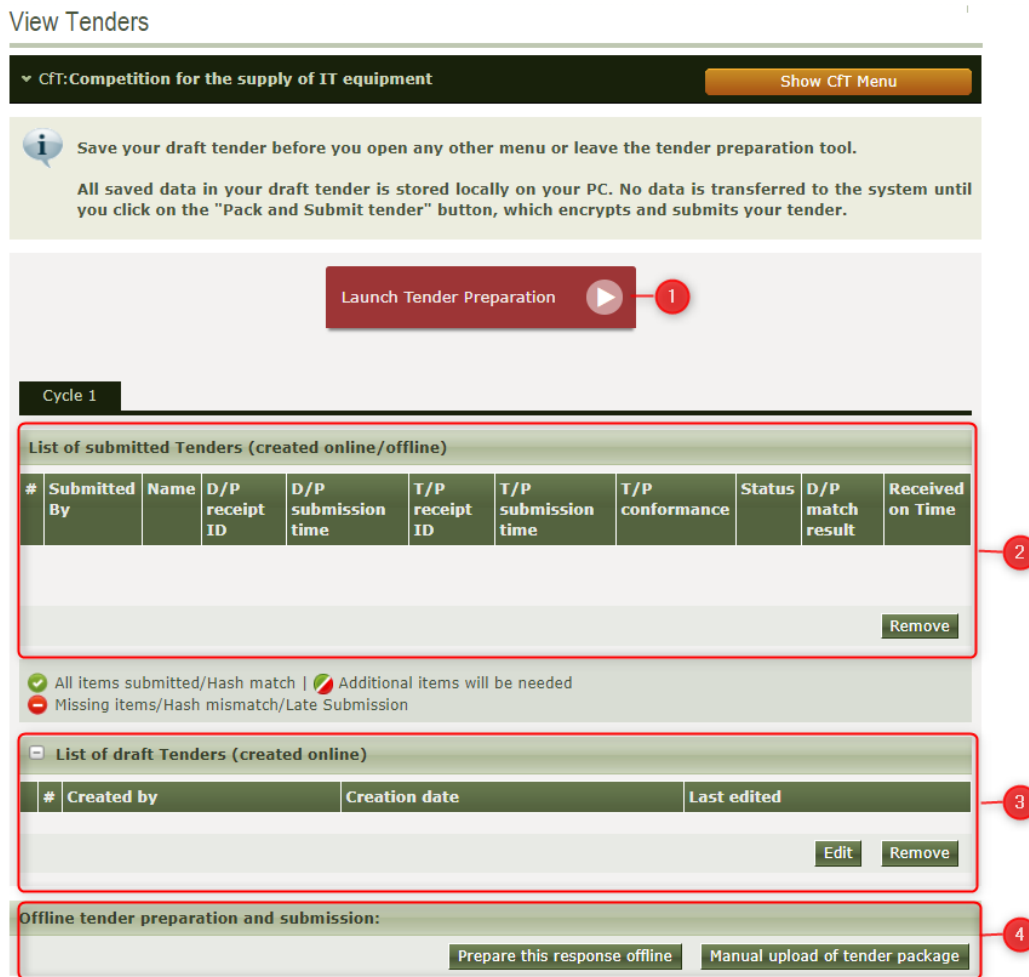



Figure 25: Tenders Review

- ✚ The Tenders Review page consists of the following areas (Figure 25):
 - Online tender preparation area (Figure 25, p.1.).
 - Submitted tenders list (Figure 25, p.2).
 - Draft tenders list (Figure 25, p.3).
 - Offline tender preparation area (Figure 25, p.4).

3.1.Tenders Preparation Area

- ✚ This area consists of the necessary operations towards the preparation of a new tender.
- ✚ The system supports two ways for preparing tenders:
 - Online using the system
 - Offline by downloading the necessary files
- ✚ In both cases, the tender preparation is feasible using the Tender Preparation Tool
- ✚ By choosing the link that appears in the area 1 of Figure 25, the **online** tender preparation tool opens. Whereas buttons in the area 4, are about the download of the files (tender preparation tool and tender structure) required in order to prepare your tender offline.

	<i>As best practice, you are advised to follow the online tender preparation process as discussed in this guide, in order to avoid any mistakes.</i>
	<i>It is stressed that, for security and transparency reasons, your tenders generated using the tool, either online or offline, are saved only locally on your computer. Nothing is stored on the system during the preparation. Therefore, if for any reason the tender is deleted from your computer before its submission to the system, there is no way to recover it.</i>

3.2.Draft Tenders List

- ✚ This area contains a table with the draft tenders prepared online. You are allowed to edit or delete the tenders of this table (Figure 26). **NOTE THAT THESE TENDERS ARE STORED LOCALLY ON YOUR COMPUTER AND THEY CANNOT BE ACCESSED FROM ANY OTHER COMPUTER.**

Προσχέδια προσφορών εντός συστήματος			
#	Δημιουργήθηκε από	Ημερομηνία δημιουργίας	Τελευταία επεξεργασία
1	Νικόλας Νικολάου	2017/09/01 10:18:13	2017/09/01 10:18:13

Figure 26: Draft tenders

3.3.Submitted Tenders List

- ✚ This area includes the tenders you have uploaded in the context of the CfT. The submission of a new tender comprises the upload of the Tender Package.

- During the tender submission period, you are allowed to upload a new tender, thus replacing the old one, or delete it (withdraw) as many times you wish.

Κύκλος 1

Υποβληθείσες προσφορές

#	Υποβλήθηκε από	Όνομα	Κωδικός παραλαβής Ψ/Α	Χρόνος υποβολής Ψ/Α	Κωδικός παραλαβής Π/Π	Χρόνος υποβολής Π/Π	Συμμόρφωση Π/Π	Κατάσταση	Αποτέλεσμα ταύτισης Ψ/Α	Received on Time
Διαγραφή										
<p> ✔ Όλα τα στοιχεία υποβλήθηκαν/Αντιστοιχία Ψηφιακού αποτυπώματος ✘ Θα χρειαστούν επιπρόσθετα στοιχεία - Ελλιπή Δεδομένα / Αναντιστοιχία Ψηφιακών Αποτυπωμάτων </p>										

Figure 27: Submitted tenders

ANNEX III. Technical Problems

In case you encounter any technical issue with the startup of the tool (online or offline), follow the steps below:

- ✘ Completely uninstall Java from your computer, and install the latest version available.
- ✘ Check Java's security levels. More specifically, select and open the Java Console from the Control Panel (Figure 28). Then, open the **Advanced** tab of Java Control Panel, and select all the options under Advanced Security Settings (Figure 29).
- ✘ In case you still face any problem opening the tool, contact the Helpdesk at Phone number +357 22605050

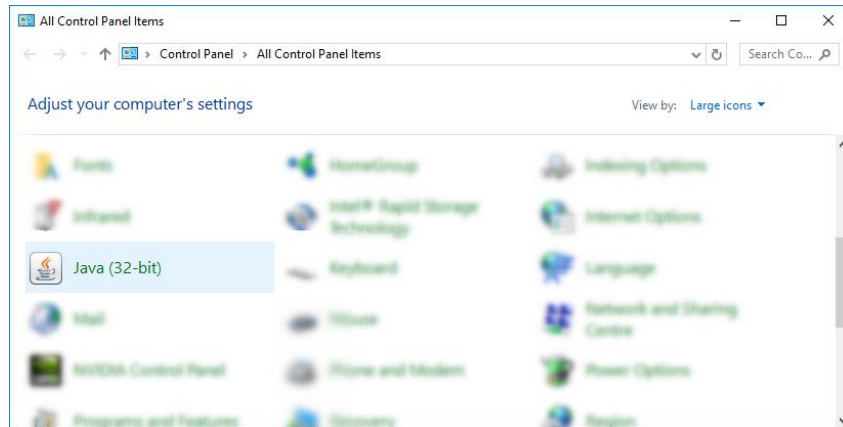


Figure 28: Control Panel

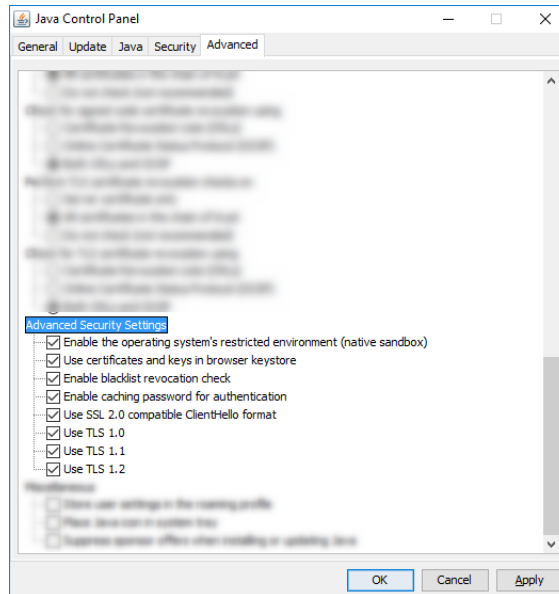


Figure 29: Java Security Settings