

CYPRUS ENERGY REGULATORY AUTHORITY

***Tender procedure for Translation Services
from Greek to English and vice versa.***

ESTIMATED VALUE: €45.000

Tender procedure No.:09/2020

Nicosia, June 2020

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PART A: SCOPE AND TERMS OF CONDUCT OF THE TENDER PROCEDURE

1. INTRODUCTION

The Cyprus Energy Regulatory Authority (CERA) is conducting an open tender procedure using as an award criterion **the most economically advantageous tender based on the best price-quality ratio**, for the procurement of translation services from Greek to English and vice versa.

2. KEY DETAILS OF THE TENDER PROCEDURE

<i>Par.</i>	ITEM	
2.1	Tender procedure No.	09/2020
2.2	Contract Scope	Translation services from Greek to English and vice – versa , falling under category 79530000 of the CPV classification
2.3	Estimated Value	Forty-five thousand (45,000) Euro exclusive of VAT.
2.4	Financing	100% by 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 service contract.
2.7	Award Criterion	Most economically advantageous tender based on the best price-quality ratio.
2.8	Contracting Authority	Cyprus Energy Regulatory Authority
2.9	Competent Official	Poly Menelaou-Dragatsi Officer A', Financial Services 20 Ayias Paraskevis str. 2002 Strovolos, Nicosia Tel: +357 22 666363 Fax: +357 22 667763 E-mail: regulator.cy@cera.org.cy
2.10	Period of time during which the Tender Documents may be available	Until the deadline of the submission of tenders.

Par.	ITEM	
2.11	Method and Place for collection of the Tender Documents	Free of charge, from the eProcurement System www.eprocurement.gov.cy
2.12	Deadline for the Submission of Comments / Questions / Recommendations Dispatch of answers by the Contracting Authority	By 15/7/2020, 12:00 pm By 17/7/2020
2.13	Deadline for the Submission of Tenders	By 24/7/2020, 12:00 pm
2.14	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 tender procedure.
2.15	Commitment not to Withdraw the Offer Or Tender Guarantee	Not applicable
2.16	Period of Validity of Tenders	3 months from the deadline of submission of Tenders, with the right of renewal for another 3 months.
2.17	Language in which Tenders must be drawn up	English
2.18	Currency of Tenders	Euro
2.19	Estimated date for the presentation of technical offers (if applicable)	Not applicable
2.20	Estimated date of notification of tender procedure results	2 months, from the deadline of the submission of tenders
2.21	Estimated date of contract signature	3 months, from the deadline of the submission of tenders
2.22	Location where the Services will be provided	Tenderer's offices

Par.	ITEM	
2.23	Duration of Contract Execution	24 months from the date of commencement of the implementation of the Contract Scope with right of renewal by CERA for another 12 months
2.24	Factor for conversion to current prices	Not applicable

3. LEGAL FRAMEWORK

3.1 Applicable legislation

1. 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).

The above-mentioned legislation documents could be accessed by visiting the Website www.treasury.gov.cy.

4. DESCRIPTION OF CONTRACT SCOPE

4.1 Scope

The Cyprus Energy Regulatory Authority (CERA) has been established in 2003 in accordance with the European Union directives. According to the responsibilities and the authorization given by the law, it is the National Independent Regulatory Authority for Energy which is able, to oversee and regulate the market for the electricity and gas, ensure effective and fair competition, protect the interest of the consumers, ensure safety, quality, competence, continuity and reliability in the energy supply, as well as encouraging the use of Renewable Energy Sources.

The main objective of CERA is to ensure the smooth operation of the energy market in Cyprus. Following this direction and considering the legislation of the Republic of Cyprus and the European directives, CERA undertakes various initiatives that regulate and oversee the energy market in Cyprus.

In order to bring the above-mentioned objectives to fruition, in an efficient and effective manner and in order to comply with the Regulation (EU) 2018/1724 establishing a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services, CERA is launching a tender procedure in order to conclude to an assignment for the translation/ reviewing of documents relating to the exercise of its powers.

The source texts will be of varying length, difficulty, confidentiality, urgency and nature.

The Contracting Authority is looking for highly qualified and experienced translation service providers on whom it can rely for these services. Participation in this call for tenders is open to experienced providers of translation services.

4.2 Project details/ Deliverables

The Contractor is expected to perform the following tasks/ deliverables:

- To translate documents assigned by the Contracting Authority.
- To examine and review documents drafted by the Contracting Authority for their suitability for the purpose set by the Contracting Authority and to make any amendments necessary for this purpose.

Specifying details of the assignment will follow each document for translation/ review.

The subject and type of the projects may vary. Details are as follows:

- **Projects:** Translation/ Revision and proofreading
- **Source/Target Language:** Greek / English or English / Greek or Greek / Greek or English / English
- **Type of documents:** annual reports, decisions, regulatory decisions, letters, rules, regulations, circulars, policies, guidelines or other legal documents, media, editorial and web content material (press releases, media advisories, articles, brochures, publications and other editorial products).

- **(Usual) Format of Source/Target document:** Word/ Excel/ PowerPoint/ pdf/ etc.

4.3 Duration of Contract Scope Implementation

The period of implementation of the Contract Scope shall be **twenty-four months** from the date of commencement of the first Assignment, with the right of renewal for **twelve months**.

4.4 Location of Contract Scope implementation

The operational base for the implementation of the Contract Scope or place of performance of the assignments shall be the Contractor's premises.

5. RECEIPT OF TENDER DOCUMENTS AND PROVISION OF CLARIFICATION

5.1 Receipt of Tender Documents

1. Economic Operators may receive a copy of the Tender Documents, free of charge, via workspace of the tender procedure 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 the System. For any assistance for their registration or any other support on the use of the System, Economic Operators can contact the support team via telephone at +357 22605050 (extension 2), 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 procedure (associate while logged in), so that any information regarding the tender can be communicated to them through the System.

5.2 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 period specified in paragraph 2.12.

5.3 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 period specified in paragraph 2.12. The requests for clarifications must be submitted via the relevant functionality of the e-Procurement System, accessible from the workspace of the specific tender procedure.
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 period specified in paragraph 2.12, 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. REQUIREMENTS FOR PARTICIPATION IN THE TENDER PROCEDURE

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 in the sector of Public Procurement.
2. Consortia of natural and/or legal persons may submit a joint Tender on the following conditions:
 - a. That the rate of participation of each person is stated in the Tender.
 - b. That all persons participating in the Consortium fulfil the requirement of establishment specified in paragraph 1 above.
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.
5. To implement the Contract Scope, the Tenderer may use subcontractors, whom it is obliged to name in its Technical Offer, also mentioning the part of the Contract Scope that they shall undertake. It is understood that in the event the Tenderer intends to subcontract to third parties any share of the contract, the Tenderer, in preparing his Tender, has been informed on whether the same subcontractor participates in more than one (1) Tender of the same tender procedure under any capacity. The part of the Contract Scope which may be executed by subcontractors must not exceed **30%** of the Tender Amount.
6. The same requirements for the lawfully establishment as described in item (1) above, must be met by the entities whose capacities the Tenderer is invoking, within the meaning of paragraph 6.2.1. or/and paragraph 6.2.2.

6.2 Personal situation of the Tenderer

1. To be able to sign the Contract, 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 Contract signing date, 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 related items in paragraphs 6.2.1. and 6.2.2.
 4. Where corrective actions have been taken by the tenderer in relation to any events / situations which may be considered as one of the above-mentioned grounds for exclusion, such action shall be declared by the tenderer within their tender. The Contracting Authority will examine the statements made by the Tenderer and, if judged to be unsatisfactory, before any rejection of the tender and in order to reach its final decision, it will request its views in writing.

6.2.1 Economic and financial standing

Not applicable.

6.2.2 Technical and professional ability

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

A **Translator/Key Expert** will be responsible for the implementation of the Contract Scope whose qualifications cover the minimum required as listed below:

- a university degree in translation or languages (after studies of at least 3 years), and
- at least 2 years of full-time translation experience in translation services from Greek to English and vice versa

or

- a university degree in any other subject (after studies of at least 3 years), and at least 3 years of full-time translation experience in translation services from Greek to English and vice versa.

Experience in translation of documents relating to the energy sector will be considered as an advantage.

In addition to the above Key expert, tenderers may also include in their offer other experts, if they deem that necessary for the successful implementation of the Contract Scope.

The cost of supporting personnel must be considered when defining the financial offer (according to the Contract type).

1. It is understood that if the interested economic operator is a consortium of persons, the above requirements could be met by the consortium members.
2. Pursuant to the provisions of article 63 of Law 73(I)/2016, an interested economic operator may rely on the capacities of other entities, regardless of the legal nature of the links it has with them. In such a case, it must be able to prove to the Contracting Authority that it shall have at its disposal the resources necessary.

6.3 Commitment not to withdraw the Tender

1. In the eventuality that the Tenderer:
 - a. After the expiry of the deadline 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 provide within the specified time limit any Certificate and/or other document 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 for the award of a public contract.
2. Furthermore, the Tenderer undertakes the obligation to pay, by way of indemnification, an amount equal to 5% of their financial offer submitted, or part thereof which has been withdrawn.

7. VALIDITY OF TENDERS

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 one mentioned above 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 tenderers prior their expiry date, as to whether they accept the extension for a specific period of time. The tenderers must reply within the period specified by the Contracting Authority and if they refuse to extend the validity of their Tenders, such Tenders shall be rejected as inadmissible.

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 2.13.
2. Tenders must be submitted electronically, via the workspace of this tender procedure in the e-Procurement System (www.eprocurement.gov.cy).
3. Tenders which were submitted after the specified date and time are considered to be late and shall not be taken into consideration.
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 tenderer, of a term of its Tender is allowed after the expiry of the deadline for the submission of Tenders.
6. Tenderers do not have the right to withdraw their Tenders or any part thereof after the expiry of the deadline 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 for the award of a public contract.

8.2 Format of Tenders

1. Tenders must be drawn up as determined in the Tender Documents, and must be submitted electronically through the eProcurement system (www.eprocurement.gov.cy) in the language specified in paragraph 2.17.

2. The Tender contains three (3) Sub-folders with all the information pertaining to the Tender, as follows:
 - A. "Eligibility Criteria sub-folder"
 - B. "Technical Part sub-folder"
 - C. "Financial Offer Sub-folder"

If the technical data of the Tender is too large in volume and, consequently, its electronic submission may cause problems, it could be submitted in hard copy or in the form of a link.

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

3. If the Tender contains abbreviations to denote technical or other concepts, the Tenderer must provide definitions of the abbreviations in an accompanying table.
4. All Forms / Declarations requiring signature to be submitted, must be signed by an authorised person.
5. Guidance for the preparation and submission of electronic tender can be accessed in <Help> section in the eProcurement system.

The Economic Operators may contact the eprocurement support team at the telephone numbers mentioned in the Guide, for assistance on electronic tender submission procedures, prior the deadline for the tender submission, during working hours.

6. The eProcurement System (System) allows the initiation of the electronic submission of a Tender until the deadline for the submission of Tenders specified in Tender Documents. In the case where the submission of a Tender has been initiated prior to the said deadline, then the System allows for the uploading of the Tender for a period of 30 minutes after the submission deadline. Tenders of which their uploading to the System is not completed after 30 minutes have elapsed, or the uploading has been disrupted for any reason during this period, such Tenders will be rejected and will not be registered in the System. It is understood that the initiation or re-initiation of the tender submission process after the submission deadline is not possible and any issue that may arise during this period cannot be rectified.

Taking into consideration that the Tender upload speed can be affected by a number of factors, some uncertain, it is recommended that the initiation of the Tender submission process starts on time, allowing the necessary time to complete the submission, but also rectify any possible matters that may arise.

It is specifically noted that based on the Legal Framework, each Economic Operator that utilizes the System, is solely responsible for the quality of its infrastructure, network connection speed and, subsequently, for the effectiveness achieved from the use of the System.

The submission of the Tender is the sole responsibility of the Tenderer who must take all necessary measures to not only commence but also complete the submission of the Tender within the above deadlines.

8.3 Contents of Tenders

The Contracting Authority owns all the Tenders submitted in the process of this Tender and the Tenderers are not entitled to the return of their Tenders by the Contracting Authority.

It is understood that any information included in the Tenders submitted and relating to Personal Data will be used by the Contracting Authority in the context of the evaluation and taking into account the provisions of the Legislation.

8.3.1 Contents of “Eligibility Criteria” Sub-folder

1. The “Commitment not to Withdraw the Tender” (Form 1).
2. For certifying the eligibility for participation, one of the following:
 1. If the Tenderer is a legal person, proof of its establishment.
 2. If the Tenderer is a consortium of legal and/or natural persons, the above supporting documents should be submitted for each natural and/or legal person participating in the consortium. A Cooperation Agreement, signed by all parties in the consortium, should also be submitted, stating:
 - a. The intention of each participant to participate in the consortium,
 - b. The participation rate of each member in the consortium,
 - c. The consortium member to act as the leader of the consortium, and
 - d. The person appointed as Representative of the consortium.
3. For certifying the technical and professional ability of the Tenderer, the detailed CV of the Translator/Key Expert (Form 3).
4. If the Key Expert is not in the permanent employment of the Tenderer, declaration by this person, stating that a relevant cooperation agreement with the Tenderer exists and that they accept the terms of the tender procedure.
5. The Declaration for the protection of employees (Form 4).

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 Part comprises of:

1. Technical Offer Form (Form 5)
2. Translations of the Tests in **APPENDIX 2** in DOCX or PDF format.

8.3.3 Contents of “Financial Offer” Sub-envelope

1. The Financial Offer (Form 6).

For the preparation of the Financial Offer the following must be considered:

- a. In every case where price is omitted in the Financial form for specific items/services, it shall be deemed that the corresponding price is included in the other prices and the Contractor shall not be entitled to seek any additional remuneration for these items/services.
- b. In the case of a discrepancy between the unit rate and the total price, the unit rate shall prevail.
- c. The rates and the total price of the offer shall be denominated in the currency specified in paragraph 2.18. Prices shall be quoted exclusive of VAT.
- d. In completing the Financial Offer Form, the Tenderer must consider the deductions, if any, made under the law, and all other expenses required for meeting its obligations, as well as its expenses and profit.
- e. 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.

Submission of the Financial Offer in any other way whatsoever will result in its rejection.

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 expiry of the deadline for the submission of tenders as shown in paragraph 2.13, as described in the Regulations mentioned in paragraph 3.1(e).
2. The sub-folders “Eligibility Criteria” and “Technical Part” are opened.
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 offer” Sub-folder shall take place for the Tenders that have not been rejected in the technical evaluation stage.
5. For the purpose of safeguarding the basic principles of public procurement, and more specifically that of transparency, upon the opening of the “financial Offer” Sub-folder, the prices submitted by the Tenderers shall be automatically visible in the System, by all interested parties, with the reservation that the recorded prices have not undergone any sort of evaluation.

9.2 Verification of Participation Requirements

1. After the opening of the “Eligibility Criteria” and “Technical Part” Sub-folders, the Competent Body shall first verify the fulfilment of the requirements for participation as well as the correctness and completeness of the submitted supporting documents. 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 or the disqualification reasons of paragraph 6.2(1)(a) and (c)-(i) are valid, and having considered any actions that have been declared pursuant to paragraph 6.2(4), the Contracting Authority considers such Tenders as inadmissible, their Technical Offers shall not be evaluated and their Financial Offers is not opened. Such Tenders shall be rejected by the Contracting Authority, through its Competent Body.

9.3 Evaluation of Technical Offers

1. The Competent Body shall proceed with the evaluation of the Technical Offers submitted in order to establish their completeness and determine whether or not they meet the requirements and specifications of the Contract Scope, 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 above stage, the Competent Body shall proceed to mark the admitted Technical Offers of the Tenders, in accordance with the criteria given in the Table below:

No.	Evaluation Criteria	Weighting factor (%)
A.	Translation of Text No.1 of APPENDIX 2 from Greek to English	35
B.	Translation of Text No.2 of APPENDIX 2 from English to Greek	35
C.	Experience of Key Expert in translation of documents relating to the energy sector.	30
TOTAL		100

3. The mark given to each individual criterion is set to a maximum of 100 points.
4. The mark of each individual criterion shall be weighted using the weighting factor for that particular criterion and rounded to 2 decimal digits. By adding the weighted mark of every individual criterion within each group of criteria, the total mark of that group is obtained.
5. The final technical evaluation mark (T) is the sum of the marks of the section’s criteria.
6. The final Technical Offer marks will be entered in a special form by the Competent Body, with adequate justification of the mark.

7. With the completion of the above-mentioned evaluation stages, the Award Competent Body, shall decide to reject or not the tenders. The tenders that have not been rejected from the Award Competent Body, shall proceed to the opening of their Financial Offer Sub-section.

9.4 Evaluation of Financial Offers

1. The Competent Body shall verify the contents of the Financial Offer Sub-section, to determine the degree to which they meet the requirements of the Tender Documents.
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 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 or reject the tender.
4. For the Evaluation of the Financial Offers, the relative cost C of each Tender is calculated as follows:

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

Where:

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

9.5 Clarifications on the Tenders

1. The Contracting Authority may, request a Tenderer to provide clarifications regarding the contents of its Tender, throughout the evaluation procedure. In such a case, the provision of clarifications is mandatory for the Tenderer and is not considered to be a counter-offer.
2. 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.

3. From the clarifications supplied by Tenderers in accordance with the above, only those concerning the issues for which they were requested shall be considered.

9.6 Conclusion of the Evaluation

1. The establishment of the final ranking of Tenders in decreasing order of their final mark is calculated as follows:

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

where:

T = the Technical Offer evaluation mark, and

C = the relative cost of the Financial Offer.

2. The Tender with the highest mark L shall be considered to be the most advantageous Tender 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

1. Subject to the right of the Competent Body to cancel the tender procedure or reject any Tender at any stage of the procedure, the Contract shall be Awarded to the Tenderer whose Tender has been established to be the most economically advantageous Tender, according to the results of the evaluation procedure.

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 notify the Tenderers of the decision taken and of the reasons for it, as per the provisions of article 54 of Law 73(I)/2016.

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 the expiry of the deadline for the submission of Tenders may be decided, provided that it is duly justified and consistent with the fundamental principles of the European Community act regarding public procurement.
3. The interested economic operators / Tenderers do not maintain and shall waive any claim against the Contracting Authority on account of such cancellation, if any, without prejudice to the rights defined in paragraph 3.3 above.

10.4 Drawing up and Signature of the Agreement

1. 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 (Part B of the Tender Documents). 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 6.5.
2. 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. it is Understood that the Tenders are valid at the date of award.
3. The Tenderer who has been awarded the Contract is obliged to present himself for signing the Agreement, also providing the following items:
 - a. The Certificates / Declarations contained in the relevant Table (Form 7),
 - b. 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.
 - ~~d. The Performance Guarantee for the Contract, in accordance with the provisions of the following paragraph. *Not applicable.*~~
4. The stamp duties of the Agreement to be signed shall be fully borne by the Contractor.

PART B: SPECIMEN AGREEMENT

In **Nicosia**, today on this **<day>** the **<date of signature of the Contract>**, at 20 Ayias Paraskevis Street, 2002, Nicosia, Cyprus,

The Cyprus Energy Regulatory Authority (CERA), legally represented by its Members, hereinafter “Contracting Authority”

of the one part,

and

<Business Name of Contractor>, having its registered office in **<name of town/city>**, **<postal address>**, legally represented by **<full name and father’s name of the Contractor’s legal representative>**, hereinafter “Contractor”,

of the other part,

have agreed as follows:

ARTICLE 1: STRUCTURE OF THE CONTRACT

1. It is explicitly agreed that the Contract consists of the following documents, which form integral parts of it:
 - a. The present Agreement.
 - b. The Tender Documents.
 - c. 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.

ARTICLE 2: SCOPE

1. The scope of the present Contract is the provision of Translation Services from English to Greek and vice versa.
2. The Contract Scope to be performed by the Contractor is the one described in article 4 of the Tender Documents.

ARTICLE 3: DATE OF COMMENCEMENT AND DURATION

1. The date of commencement of the performance of the Contract Scope shall be the date of signature hereof and the implementation duration shall be twenty four (24) months with the right of renewal for another twelve (12) months.

ARTICLE 4: AUTHORISED REPRESENTATIVES – NOTIFICATIONS

1. The Contractor appoints as Manager Mr/Mrs **<full name>**, who has overall responsibility for the implementation of the Contract Scope.
2. For the purposes of decision-making and of issuing orders to the Contractor, and for managing the Contract in general, the Contracting Authority shall appoint a Project Manager, whose appointment shall be notified to the Contractor in writing immediately after signature of the present Agreement.
3. Any notice, consent, approval, certificate or decision by any person required under the Contract shall be in writing, unless otherwise specified in the Contract.
4. Any verbal instructions or orders shall take effect as of their transmission and shall be subsequently confirmed in writing.

ARTICLE 5: ASSIGNMENT

Not applicable

ARTICLE 6: SUBCONTRACTING

Not applicable

ARTICLE 7: SPECIFIC 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, and required for, 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.

ARTICLE 8: SPECIFIC OBLIGATIONS OF THE CONTRACTOR – CONFIDENTIALITY

1. The Contractor shall treat all documents and information received in connection with the Contract as private and confidential and shall not, save insofar as may be necessary for the purposes of the implementation thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Project Manager appointed by the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purposes of the Contract, the decision of the Contracting Authority shall be final.
2. *To ensure confidentiality a Non-Disclosure agreement will be signed between the Contractor and the Contracting Authority.*

ARTICLE 9: OWNERSHIP

1. All Contract deliverables compiled or prepared by the Contractor in the execution of the Contract, shall be the absolute property of the Contracting Authority. Upon completion of the Contract, the Contractor is obliged to deliver all such documents and data to the Contracting Authority. 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.

ARTICLE 10: CONTRACT VALUE AND CONTRACTOR'S REMUNERATION

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

A/A	Description *	Price per page** (exclusive of VAT) Euro
1.	Translation documents or texts	
2.	Revision or review of assignments	

* Every 250 words are considered as one page. If the source text contains more than 125 words and up to 250 it will be considered as a whole page. If the source text contains 125 words or less, it will be considered as a half page.

** The fees are inclusive of the project management.

2. The Contract Value, which the Contractor deems legitimate, reasonable and adequate consideration for the performance of the Contract Scope, is inclusive of all types of costs which the Contractor shall or may require in order to meet its obligations, and of the Contractor's expenses and profit, including any fees of third parties, without any further charge whatsoever to the Contracting Authority.
3. The Contractor's remuneration is paid by the Contracting Authority against submission of a monthly invoice for the deliverables submitted in the relevant month, issued by the Contractor. The amount to be paid for each deliverable will be calculated as:

Number of pages x Price per page = Amount due for the deliverable

The number of pages may include half pages (i.e. 1.5 pages, or 10.5 pages).

The price per page will differ according to whether it is a translation or a review/ revision of documents.

ARTICLE 11: PAYMENT METHOD

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. The Contracting Authority reserves the right to oppose the Contractor's choice of bank account.
1. Payments shall be made in Euro against submission of a monthly invoice for the deliverables accepted by the Contracting Authority in the relevant month, issued by the Contractor.

ARTICLE 12: MONITORING AND CONTROL OF CONTRACT IMPLEMENTATION

1. Monitoring and control of the implementation hereof, and acceptance of the Contract Scope, is conducted by a Monitoring Committee established for this purpose by the Contracting Authority. In this respect, the responsibilities of the Monitoring Committee refer to the following:
 - a. Prompt provision of directions to the Contractor.
 - b. Supervision of the contract, formulation of remarks and objections and acceptance of deliverables, and proposal to the competent bodies concerning the issue of an order for payment of the Contractor.
2. In particular, for the acceptance of the Contractor's deliverables the Committee shall examine the following:
 - a. Whether or not the deliverable was submitted within the corresponding time limit, in accordance with the provisions of article 2 of the present Contract.
 - b. The compliance of the contents of each deliverable, in accordance with the provisions of article 2 of the present Contract.
3. Time of delivery will be set upon assignment of each deliverable depending on the size of the document to be translated and in any case, it will not be longer than **14** days after assignment.
4. Every deliverable shall be deemed to have been finally and unreservedly accepted if, within **15** days of its delivery to the Contracting Authority (the date entered in the Contracting Authority's registry), the Monitoring Committee has not submitted to the Contractor in writing any suggestions regarding the specifications and conditions of the present Contract.
5. If remarks as above are submitted in writing within the above deadline, the Contractor shall be obliged to take them into consideration and proceed to amend the deliverable as necessary, within **10** days of the submission of the relevant remarks, and re-submit the deliverable to the Contracting Authority. The Monitoring Committee may come back only by way of written remarks concerning the amendment of the deliverable in accordance with its original written suggestions, within **10** days of the re-submission of the deliverable. If this deadline elapses, then the deliverable shall be deemed to be finally accepted.
6. The acceptance of each deliverable by the Monitoring Committee shall release the Contractor automatically of its corresponding obligation. Acceptance of the final deliverable shall mark the completion of the Contractor's work and shall result in the automatic and implicit acceptance of the Scope hereof.

7. At the latest thirty (30) days before the expiry of the contractual time for submission of the deliverables, the Contractor may request in writing a reasonable extension of the deadline or time of their submission. The application shall be addressed to the Contracting Authority, which must decide thereon before the expiry of the deadline or time of submission of the respective deliverable.
8. The deadlines for the submission of the Deliverables may be extended by the Contracting Authority in accordance with the applicable procedures, only in the following cases:
 - i. In case of demonstrable occurrence of force majeure events, i.e. acts of God, strikes, lock-outs or other industrial disturbances, hostilities, wars (whether declared or not), blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the control of the parties, are occurring in the territory of the Republic of Cyprus over which Government exercises effective control or in the place where the Contractor is established, and cannot be overcome by due diligence by either party, or
 - ii. If the delay is due to demonstrable omissions by the Contracting Authority, and:
 - i. If the extension is applied for by the Contractor, by way of a written and justified request, and is approved by the Contracting Authority, or
 - ii. If the extension is requested by the Contracting Authority in writing and is accepted by the Contractor.

ARTICLE 13: 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 ten (10) per cent of the deliverable value, for every day of delay of delivery.
3. Any penalties imposed by the Contracting Authority in accordance with the above paragraphs shall be withheld from the next payment to the Contractor or, if such payment is insufficient, shall be collected.
4. In the event that the delivery periods set have been exceeded and the penalties for delay imposed in connection therewith have reached in total **five hundred (500) Euro**, the Contracting Authority may declare the Contractor in default and terminate the Contract, the specific provisions of Article 15 applying.

ARTICLE 14: GUARANTEES

Not applicable.

ARTICLE 15: TERMINATION OF CONTRACT – SETTLEMENT OF DISPUTES

1. The Contracting Authority may, by written notice to the Contractor, suspend, in whole or in part, the payments due to the Contractor if the Contractor breaches any terms of the Contract or has failed to meet its obligations.

2. If the circumstances mentioned in the above paragraph persist after fourteen (14) days from the date of the notice, then the Contracting Authority shall be entitled, if it so wishes, to terminate the Contract.
3. The Contracting Authority may terminate the Contract by giving thirty (30) days' notice to the Contractor.
4. Upon receiving notice of termination of the Contract, the Contractor shall take immediate measures to terminate the Contract in such a way as to keep the ensuing costs to a minimum.
5. Upon termination of the Contract no payment shall be due to the Contractor, except for services performed in a satisfactory manner before the date of termination of the Contract and for services made necessary for the smooth termination of the Contract.
6. The Contracting Authority shall be entitled to receive compensation for any damages sustained following the completion of the Contract, in accordance with the laws governing the Contract.
7. In all cases where the Contracting Authority is entitled to compensation, such compensation may be deducted from any amounts due to the Contractor or settled through the Performance Guarantee.
8. Where the established loss to the State exceeds the amount of the Performance Guarantee, the Contractor shall be invited, without prejudice to the provisions of paragraph 9 below, cover the loss to the State within a fixed deadline.
9. Notwithstanding the provisions under paragraph 8 above, where such loss to the State beyond the amount of the Performance Guarantee does not exceed the amount determined by a Circular of the Competent Authority (Treasury of the Republic of Cyprus), the Contracting Authority may at its discretion not seek compensation from the Contractor.
10. Any dispute which may arise between the parties connection with the Contract and which can not be settled amicably, shall be settled finally in the Courts of the Republic of Cyprus.

ARTICLE 16: 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 the Key Expert in the following cases:
 - (a) In the event of death, illness or accident of the Key Expert.
 - (b) If it becomes necessary to replace the Key Expert 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 the Key Expert is inefficient or does not perform their duties under the Contract.

4. Where the Key Expert 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 Key Expert, the replacement should meet at least the marks granted by the person 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 Key Expert is not replaced immediately and sometime elapses before the new member assumes its duties, the Contracting Authority may request the Contractor to assign temporarily to the project another person pending the arrival of the new member, or to take other measures to compensate for such temporary absence.

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

ARTICLE 17: GOVERNING LAW

1. The present Contract shall be governed by and construed according to the laws of the Republic of Cyprus, and shall come under the jurisdiction of the Courts of Cyprus.

ARTICLE 18: AMENDMENTS

1. Any amendment or change hereto may be made only if it shall not substantially impair competition, and shall take place by way of a written agreement of the parties hereto, which shall be attached to the present Contract as an integral part of it.

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>**.

“place stamp duties here”

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: