

CYPRUS ENERGY REGULATORY AUTHORITY



Consultancy services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus

ESTIMATED VALUE: *Thirty two Thousand Euro (€32,000)*

Tender procedure No.: 13/2021

The project is financed by the Cyprus Energy Regulatory Authority

Nicosia, 20 October 2021

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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 to 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 Cyprus Energy Regulatory Authority (CERA).

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, II, III and IV of the Tender Documents.

CONTRACTING AUTHORITY

The *Cyprus Energy Regulatory Authority*, located in *Nicosia*.

CONTRACTOR

The Tenderer to be selected to enter into a Contract with the Contracting Authority.

CONTRACT SCOPE

The provision of consultancy services for *Establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus*, falling under categories **71314000-2, 71323100-9, 90712400-5** of the CPV classification, as identified in detail in the Tender Documents.

ECONOMIC OPERATOR

Any 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 procedure 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.

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.

- 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.
- 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

<i>Par.</i>	ITEM	
2.1	Tender procedure No.	<i>13/2021</i>
2.2	Contract Scope	<i>Establishing guidelines for the development of a hydrogen value chain in the Republic of Cyprus, falling under categories 71314000-2, 71323100-9, 90712400-5 of the CPV classification</i>
2.3	Estimated Value	<i>Thirty two Thousand (32,000) Euro exclusive of VAT.</i>
2.4	Financing	<i>Contracting Authority</i>
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)	<i>Not applicable</i>
2.6	Tender procedure	<i>Open tender procedure for the award of a service contract.</i>
2.7	Award Criterion	<i>Most economically advantageous tender based on the best price-quality ratio.</i>
2.8	Contracting Authority	<i>Cyprus Energy Regulatory Authority</i>
2.9	Competent Official	<i>Irene Eleftheriou 20 Ayias Paraskevis Street 2002 Strovolos, Nicosia, Cyprus Email: ieleftheriou@cera.org.cy Tel.: +35722 666363 Fax: +35722 667763</i>
2.10	Period of time during which the Tender Documents may be available	<i>Until the deadline of the submission of tenders.</i>

Par.	ITEM	
2.11	Method and Place for collection of the Tender Documents	<i>Free of charge, from the eProcurement System www.eprocurement.gov.cy</i>
2.12	Deadline for the Submission of Comments / Questions / Recommendations Time and place of open meeting (if applicable) Time and place of site visit Dispatch of answers by the Contracting Authority	<ul style="list-style-type: none"> • By Wednesday, 03/11/2021 at 14:00 • <i>Not applicable</i> • <i>Not applicable</i> • By Wednesday, 10/11/2021 at 14:00
2.13	Deadline for the Submission of Tenders	by 14:00 hours of 19/11/2021
2.14	Place of Submission of Tenders	<i>Electronically via the Cyprus e-Procurement System at www.eprocurement.gov.cy under the relevant functionality at the workspace of the specific tender procedure.</i>
2.15	Commitment not to Withdraw the Offer	<i>5% of Tender Value</i>
2.16	Period of Validity of Tenders	<i>3 months from the deadline of submission of Tenders</i>
2.17	Language in which Tenders must be drawn up	<i>English or Greek</i>
2.18	Currency of Tenders	<i>Euro</i>
2.19	Estimated date for the presentation of technical offers (if applicable)	<i>Not applicable</i>
2.20	Estimated date of notification of tender procedure results	<i>1 month, from the deadline of the submission of tenders</i>
2.21	Estimated date of contract signature	<i>2 months, from the deadline of the submission of tenders</i>
2.22	Location where the Services will be provided	<i>At the Contractor's premises</i>
2.23	Duration of Contract Execution	<i>Four (4) months from contract signing</i>

Par.	ITEM	
2.24	Factor for conversion to current prices	<i>Not applicable</i>

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 Local 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.

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 be evaluated 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 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).

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 restricted to 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'
 - c. Part B 'Agreement and Special Conditions of Contract'
 - d. Annex I 'General Conditions of Contract'

- e. Annex II 'Terms of Reference – Technical Specifications'
 - f. Annex III 'Non-Disclosure Agreement'
 - g. Annex IV 'Data Processing Agreement'
 - h. The attached Appendix containing Templates and more specifically:
 - **Form 1:** Commitment not to withdraw the Tender.
 - **Form 2:** Solemn Declaration Certifying the Tenderer's Personal Situation.
 - **Form 3:** Economic and Financial Standing.
 - **Form 4:** Technical and Professional Ability.
 - **Form 5:** CV.
 - **Form 6:** Declaration regarding the Protection of Employees.
 - **Form 7:** Technical Offer.
 - **Form 8:** Project Team Presentation Table.
 - **Form 9:** Financial Offer.
 - **Form 10:** Evaluation Criteria Table.
 - **Form 11:** List of Contractor's Certificates.
 - ~~**Form 12:** Performance Guarantee~~ **Not applicable.**
 - ~~**Form 13:** Advance Payment Guarantee~~ **Not applicable.**
 - **Form 14:** Declaration of other Entities
2. If it is found that the tender documents are incomplete, as compared against the table of contents of the preceding paragraph, economic operators are entitled to request its completion. Recourses filed against the legality of the tender procedure on the grounds of non-completeness of the tender documents 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 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. 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 period specified in paragraph 2.12.

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 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. ELIGIBILITY AND REQUIREMENTS FOR PARTICIPATION

6.1 Eligibility for participation

1. Eligible for participation in the present tender procedure are legal persons (governed by public or private law) or consortia of 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 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 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. **Not applicable.**~~
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 6.3 or/and paragraph 6.4.

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 for:
 - 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 for 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 6.3 and 6.4.
 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 his views in writing.

6.3 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. The average annual turnover for the last three (3) financial years must be at least equal to **100.000** Euro.
2. 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.
3. 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 connections between them. In such a case, the tenderer must be able to prove to the Contracting Entity that it shall have at its disposal the resources necessary.

6.4 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 persons permanently employed by the interested economic operator, on average during the last three (3) years, should not be less than **eight (8)**.
2. They must, during the last three (3) years, have completed successfully at least **two** contracts, with a value amounting to at least **20.000** euro each and having as their scope the provision of services **related to a hydrogen value chain (production, transport, storage-including power to gas, use as an energy carrier)**, with a minimum participation rate of **50%**.

The term “completed” shall mean that implementation of the respective contract is at least 80% complete.

3. They must include in the proposed Project Team which will be responsible for the implementation of the Contract Scope, as key experts, personnel whose qualifications cover the minimum requirements as listed below:

Key Expert 1/ Project Manager: Hydrogen Production, Transport, Storage Expert

BSc and/or MSc in Chemical Engineering or Mechanical Engineering

Minimum five (5) years post-graduate working experience in the energy sector or academic institutions

*Minimum involvement in two (2) consultancy services projects related to hydrogen production, transport, storage, use as energy carrier **or** in one (1) consultancy services project related to hydrogen production, transport, storage, use as energy carrier and in one (1) consultancy services project related to the assessment of repurposing natural gas facilities for the uses of hydrogen in these facilities, including the use of a mixture of natural gas and hydrogen in gas transport network*

The following will be considered as additional qualifications, which will be taken into account during the Technical Offer Evaluation:

- *Additional relevant working experience (maximum marks will be given for additional working experience of up to 10 years).*
- *Additional involvement in more projects, than the projects mentioned above as minimum criteria, related to hydrogen production, transport, storage, use as energy carrier **or** in more projects than the projects mentioned above as minimum criteria, related to the assessment of repurposing natural gas facilities for the uses of hydrogen in these facilities (maximum marks will be given for involvement in up to 5 additional projects).*

Key Expert 2: Power Production Facilities Expert

BSc and/or MSc in Electrical Engineering or Mechanical Engineering

Minimum three (3) years post-graduate working experience in the energy sector

The following can be considered as additional qualifications, which will be taken into account during the Technical Offer Evaluation:

- *Additional relevant working experience (maximum marks will be given for additional working experience of up to 10 years).*
- *Specific experience in consultancy services projects related to power-to gas-facilities **or** to the use of a mixture of natural gas and hydrogen in power systems/ turbines (maximum marks will be given for involvement in up to 5 projects).*

Key Expert 3: Legal Advisor

BSc and/or MSc in Law

Minimum three (3) years post-graduate working experience in energy related consulting

The following can be considered as additional qualifications, which will be taken into account during the Technical Offer Evaluation:

- *Additional relevant working experience (maximum marks will be given for additional working experience of up to 10 years).*
- *Specific experience in consultancy services projects related to energy projects in the European Union (maximum marks will be given for involvement in up to 5 projects).*

In addition to the above key experts, Tenderers may also include in the Project Team 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 or the fee rates for the experts (according to the Contract type).

4. It is understood that if the interested economic operator is a consortium of persons, the above requirements could be met cumulatively by the consortium members. It should be noted that the criterion regarding the successful implementation of contracts, could be fulfilled cumulatively only in terms of number of contracts.
5. 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.

6.5 Commitment not to withdraw the Tender

1. The "Commitment not to Withdraw the Offer" form must be completed according to the Specimen (Form 1) which is included in the Appendix of the Tender Documents.
2. 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.
3. 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. DETAILS OF TENDERS

7.1 Ownership

1. The Contracting Authority will own the Tenders submitted in under the present tender procedure and the Tenderers are not entitled to the return of their Tenders by the Contracting Authority.
2. It is understood that any information contained in the submitted tenders will be used by the Contracting Authority for evaluation purposes and in compliance with the provisions of the Law.

7.2 Confidentiality

1. The Contracting Authority shall consider 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 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.

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 2.13.
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 and Submission

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.

8.3 Contents of Sub-folders

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:
 - a. If the Tenderer is a legal person, proof of its establishment.
 - b. If the Tenderer is a consortium of legal persons, the above supporting documents should be submitted for each legal person participating in the consortium. A Cooperation Agreement, signed by all parties 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 Economic and Financial Standing of the Tenderer, Form 3 duly completed. It should be noted that the Contracting Authority may request from the tenderers at any time during the evaluation procedure, to submit any documentation considered necessary, regarding the data declared in Form 3.
4. For certifying the technical and professional ability of the Tenderer, the following:
 - a. A list of the personnel employed by the Tenderer under a permanent employment relationship, using Form 4.
 - b. A list of a maximum of ten (10) contracts, using Form 4.
 - c. Documentation for the successful implementation of the contracts, 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 contact details are given of a person at the entity where the contract was executed.
 - d. Detailed CVs of the Project Key Experts/ Team Members (Form 5).
5. If the Project Team includes Key Experts (as described in paragraph 6.4) 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.

If the Tenderer relies on the capacities of other entities within the meaning of related items in paragraphs 6.3 and/or 6.4, submission of declarations by these entities, whereby they

guarantee to the Contracting Authority that, should the Tenderer be appointed Contractor, they shall place at its disposal the necessary resources as appropriate (Form 14).

It is understood that in such a case, the supporting documents of items (3) and (4) should also include the information/documents concerning these entities, depending on the resources made available. In addition, the supporting document of item (2)(a) above should also be included.

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 declarations by these experts as requested by paragraphs 5 above and 8.3.2, is **not** required.

6. Declaration for the protection of employees (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 Part comprises of:

1. Technical Offer Form (Form 7)
2. Analysis of the technical Part as following:

Section A:

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 deliverable/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.~~ **Not applicable.**

c. ACTIVITIES SCHEDULE

- Detailed schedule of the activities, work packages and deliverable/deliverables of the Contract (Gantt chart).

Section B: Project Team

- 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 in Form 8.
- c. CVs of the Key Experts (as per paragraph 6.4) and other experts participating in the Project Team, using Form 5. The CVs of the other experts shall be considered in the evaluation indicated in Form 10.
- d. If the Project Team includes other experts 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 offer” Sub-folder

1. The “Financial Offer” (Form 9).
2. 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.

3. Submission of the Financial Offer in any other way whatsoever will result in its rejection.
4. 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 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 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 Part*

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. As regards the Tenders that have been found to be admissible in the stage of verification of the participation credentials, the Contracting Authority shall invite in writing the Tenderers to present their Tenders, setting a specific date, time and location for this purpose. The written invitation will be sent at a proper time, at the latest ten (10) days before the date on which the presentations are to be held. Non-acceptance of the invitation by a Tenderer shall constitute grounds for rejection of its Tender. The Tender must be presented by members of the Project Team, which must include the Project Team Manager and key experts deemed necessary by the Tenderer. It is understood that the presentation will concern data and information already included in the Tender. **Not Applicable.**~~
3. Technical offers are evaluated in accordance with the criteria set in the relevant Table (Form 10).
4. The mark given to each individual criterion is set to a maximum of 100 points.
5. The mark of each individual criterion shall be weighted using the weighting factor for that particular criterion and rounded to 2 decimal digits.
6. By adding the weighted mark of every individual criterion within each group of criteria, the total mark of that group is obtained.
7. The final technical evaluation mark (T) is the sum of the marks of the section's criteria.
8. The final Technical Offer marks will be entered in a special form by the Competent Body, with adequate justification of the mark.
9. 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. Evaluation of the Financial Offers shall take place on the basis of current prices, using the factor specified in paragraph 2.24 (if applicable) to convert all future payments, if any, to current prices. Evaluation of the Financial Offers shall be made on the basis of the revised Financial Offer figures, as these shall be obtained after the above conversion.
4. 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.
5. 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:

$$L = T * 0.70 + C * 0.30$$

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

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 ratio.

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 sign the relevant Agreement (Part B of the Tender Documents), within a period of twenty (20) days of receipt of the relevant invitation of the Contracting Authority. If the aforementioned deadline expires and the Tenderer has not signed 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 11),
 - 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 can not 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.

~~**10.5 Performance Guarantee Not Applicable.**~~

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

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PART B: AGREEMENT – SPECIAL CONDITIONS OF CONTRACT

PREAMBLE

The **Cyprus Energy Regulatory Authority**, having its headquarters in **20 Ayias Paraskevis Street, 2002 Strovolos, Nicosia, Cyprus** (hereinafter “Contracting Authority”)

of the one part,

and

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

of the other part,

following a tender procedure no. **13/2021** for the award of the Contract for **Consultancy services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus** which was awarded pursuant to award decision no. **<award decision number>**,

have agreed as follows.

1. STRUCTURE OF THE CONTRACT

1. It is explicitly agreed that the Contract consists of the following documents, which form integral parts of it:

- a. The present Agreement.
- b. Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS
- c. Annex I. GENERAL CONDITIONS FOR SERVICE CONTRACTS
- d. Annex III
- e. Annex IV
- f. The Contractor’s Tender as submitted on **<date of submission of tender>** and any correspondence relating thereto between the Contracting Authority and the Contractor.

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

An integral part of the Contract is also Annex III and Annex IV.

2. An integral part of the Contract is also the performance guarantee no. ~~**<reference number>**~~, issued by ~~**<business name of credit institution>**~~ in the amount of ~~**<amount in words (amount in numbers)>**~~. **Not Applicable.**

2. CONTRACT SCOPE

1. By the present Contract, the Contractor undertakes to provide **Consultancy services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus** in accordance with the terms and conditions laid down in the Contract.

3. CONTRACT VALUE

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

4. ORGANISATION AND ADMINISTRATION OF CONTRACT IMPLEMENTATION

1. The Contractor shall be fully responsible for the execution of the Contract Scope.
2. The Contracting Authority shall have the key responsibility of supervising and controlling the progress in the performance of the Contract Scope and the quality and completeness of the deliverables/ deliverable 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 **Irene Eleftheriou**.

5. DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION

1. The present Contract shall enter into effect and the performance of the Contract Scope shall commence as of the time of its signature.
2. The period of implementation of the Contract Scope shall be **as stated in paragraph 2.23 in 'Part A'** of the Tender Documents and the periods for implementation of the individual deliverables and their delivery times shall be as stated in the Tender and in Annex II.
3. Implementation of the individual activities, as required in each case, and delivery of the individual deliverables of the Contract may be varied in time in accordance with the procedures in force, following mutual agreement and on condition that the overall period of implementation of the Contract does not change.
4. The present Contract shall cease to be in effect upon the final acceptance of all services and activities included in the Contract Scope or at an earlier time, should the Contractor perform

and the Contracting Authority accept the aforementioned services and activities at an earlier time, or if the need arises to apply the articles on termination of the Contract of Annex I.

6. REPORTS

The Contractor is obliged to draw up and submit the Reports specified in Annex II of the Tender Documents.

7. CONDITIONS AND PROCEDURE FOR PAYMENT

1. Payments shall be made in **EURO** into the bank account notified by the Contractor to the Contracting Authority in accordance with article 16.1 of Annex I.
2. The payments shall be made in accordance with the following schedule, subject to the provisions of articles 16 and 17 of Annex I:
 - a. An advance payment equal to **fifteen percent (15%)** of the Contract Value, after signature of the Contract.
 - b. 1st instalment equal to **fifteen percent (15%)** of the Contract Value, after the submission of the final draft of the Deliverable from the Contractor to the Contracting Authority.
 - c. Final instalment equal to **seventy percent (70%)** of the Contract Value, after final acceptance of the entire Contract Scope.

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 **0.005%** of the Contract Value, for every day of delay of delivery.
3. Any penalties imposed by the Contracting Authority in accordance with the above paragraphs shall be withheld from the next payment to the Contractor.
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 percent (10%)** of the Contract Value, the Contracting Authority may declare the Contractor in default and terminate the Contract, the specific provisions of Annex I applying.

9. ~~PERFORMANCE GUARANTEE~~ NOT APPLICABLE

10. REPLACEMENT OF PERSONNEL

1. The Contractor shall not make changes to the personnel agreed under the terms of the Contract without notifying the Contracting Authority, which may oppose such a change on the basis of the Contract.
2. The Contractor must on its own initiative propose the replacement of Project Team members in the following cases:
 - (a) In the event of death, illness or accident of a Project Team member.
 - (b) If it becomes necessary to replace a Project Team member for any other reasons beyond the Contractor's control (resignation etc.).
3. Moreover, in the course of the execution of the Contract and on the basis of a written and justified request, the Contracting Authority may request a replacement if it considers that a Project Team member is inefficient or does not perform its duties under the Contract.
4. Where a Project Team member must be replaced, the replacement must meet the minimum qualification criteria as set in the tender documents. In cases where the evaluation process involved the marking of the project team, the replacement should meet at least the marks granted by the member to be replaced. Where the Contractor is unable to provide such a replacement, the Contracting Authority may either decide to terminate the Contract, if the due execution thereof is jeopardised, or, if it considers that this is not the case, accept the replacement, it being understood that an amendment of the Contract shall follow to reduce accordingly the Contract Value.
5. Any expenses which may be necessary due to the replacement of personnel are the responsibility of the Contractor. Where the Project Team member is not replaced immediately and sometime elapses before the new member assumes its duties, the Contracting Authority may request the Contractor to assign temporarily to the project another person pending the arrival of the new member, or to take other measures to compensate for such temporary absence.
6. The Contracting Authority, additional to any other matters that are regulated independently, may deduct an amount, according to each case, for the Project Team member that is replaced as a setoff for the period that it will be required for the new member to adjust to and get acquainted with the Contract Scope, but also for the Administrative Cost that the Contracting Authority will incur following this replacement.

11. TAX AND CUSTOMS ARRANGEMENTS

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

12. SETTLEMENT OF DISPUTES

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

13. LAW AND LANGUAGE OF THE CONTRACT

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

14. COMMUNICATION BETWEEN THE PARTIES

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

- a. by the Contractor to the Contracting Authority, to the postal address **20 Ayias Paraskevis Street, 2002 Strovolos, Nicosia, Cyprus** or to the electronic mail address **regulator.cy@cera.org.cy** or, if sent by facsimile, to **+357 22 667763**.
- b. by the Contracting Authority to the Contractor, to the postal address **<postal address>** or to the electronic mail address **<electronic mail address>** or, if sent by facsimile, to **<facsimile number>**.

15. OTHER ARRANGEMENTS

The following modifications or additions to the General Conditions (Annex I) shall apply:

An additional article is added regarding COVID-19 (Article 26). Written notice of a Party's failure or delay in performance due to COVID-19 must be given to the other party no later than five (5) working days following the event commencing, which notice shall describe the event and the actions taken to minimize the impact thereof. More specifically, the following terms shall apply per case:

- Deliverable submission

Submission date of all due deliverables under this Agreement that become affected by the event, shall be postponed for the duration of the event. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after event ceases to exist.

- Personnel

Pertaining to Contractor's personnel affected or quarantined due to COVID-19, all terms of Article 10 (Replacement of Personnel) of 'Part B' shall be applied.

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:

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 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 Contracting Authority or the Contracting Entity entered into an agreement with the Contractor for executing the Contract.

CONTRACTOR

The legal person or the consortium of 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 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.

SERVICES

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

TERMS OF REFERENCE

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

2. Where the Contract provides for time limits or periods of time, these shall start from the day following the day on which the action or event which serves as the starting point of such a period occurs. Should the last day of the period fall upon a non-working day, then the period shall expire at the end of the first working day following the last day of the period.
3. 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. Where 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 19.

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.

OBLIGATIONS OF THE CONTRACTOR

Article 5—Assignment Not Applicable

Article 6—Subcontracting Not Applicable

Article 7 – Compliance Obligations and Legal Liability

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 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. In the case of Contracts relating to matters relevant to the processing of personal data, the Contractor warrants that it will respect and comply with all applicable laws and regulations on the protection of individuals with regard to the processing of personal data and that it will assume responsibility and will be able to prove compliance to such laws and regulations. In addition, it will ensure that its personnel and any subcontractors or affiliates and persons under its control will also respect and comply with these laws and regulations. (Relevant is EU Regulation 2016/679 of 27 April 2016 of the European Parliament and of the Council).

To ensure the protection of personal data a Data Processing Agreement (Annex IV) will be signed between the Contractor and the Contracting Authority.

3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. Any change in the composition of the consortium without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.

Article 8 – Confidentiality - Secrecy

1. All documents, data and information which the Contractor receives from the Contracting Authority as part of its contractual obligations or of which it becomes aware on account of its contractual relation with the Contracting Authority or which are the result of studies, tests or research conducted during the Contract or for the purposes of the execution thereof, are confidential.
2. The Contractor is not entitled to publish or disclose such information and data to any third party, save only to the persons employed by it or associated with it who are directly involved with the contents of the Contract and with the performance of its Scope, and shall ensure that such employees are informed of and agree with the confidentiality obligation, the Contractor being further obliged to impose such obligation to its subcontractors, if any.
3. Should the Contractor be in breach of its obligation as above, the Contracting Authority reserves the right to terminate the Contract as per the provisions of Article 23 and seek payment for all losses which it estimates it may have suffered on account of the leak.

4. The Contractor shall not make any public statements regarding the Contract Scope or the Services that it provides without the prior authorisation of the Contracting Authority, and shall not engage in any activity which is in conflict with its obligations towards the Contracting Authority under the Contract. The Contractor shall not bind the Contracting Authority in any way without its prior written consent and shall clarify, where required, this obligation to third parties.
5. The Contractor shall not be subject to the obligations of the present Article as regards the know-how which it may acquire on account of the execution of the Contract Scope.
6. To ensure confidentiality a Non-Disclosure agreement (Annex III) will be signed between the Contractor and the Contracting Authority.

Article 9 – Code of Ethics

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

Article 10 – Conflict of interests

1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective execution of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the execution of the Contract must be notified in writing to the Contracting Authority without delay.
2. The Contracting Authority reserves the right to verify that such measures are adequate and may request that additional measures be taken, if this is considered necessary. The Contractor shall ensure that its personnel, including its Management, are not involved in a situation which could give rise to conflict of interests. The Contractor shall replace immediately and without

compensation from the Contracting Authority any member of its personnel exposed to such a situation.

3. The Contractor shall refrain from any contact which would compromise its independence or that of its personnel. If the Contractor fails to maintain such independence, the Contracting Authority may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the Contract immediately.
4. Contractor shall be excluded from participation in future tender procedures in case those procedures are connected /related with the present contract and conflict of interest is present which endangers the compliance to principle of equal treatment, in accordance with Article 38 of Law 73(I)/2016.

Article 11 – Protection of employees

1. The Contractor must fulfil its obligations deriving from the provisions of the legislation in force in the Republic of Cyprus, in relation to the protection of its employees and to working conditions.
2. The Contractor is obliged to insure its personnel with the competent insurance organisations and maintain such insurance in effect throughout the execution of the Contract Scope, and shall ensure that its subcontractors shall do the same.
3. The Contracting Authority undertakes that it shall take all appropriate measures for the protection and safety of the personnel of the Contractor and of its subcontractors in the event that implementation of the Contract Scope shall take place at its own premises, and especially that it shall advise the Contractor in writing of the peculiarities, if any, of its premises.

Article 12 – Trainees Not Applicable

IMPLEMENTATION OF CONTRACT SCOPE

Article 13 – Approval of Reports - Acceptance of Deliverables

1. The approval by the Contracting Authority of the reports and deliverables prepared and submitted by the Contractor shall certify that they comply with the terms of the Contract.
2. The Contracting Authority shall inform the Contractor of its decision regarding the reports and/or deliverables it has received within two (2) weeks of receiving them, giving reasons should it reject the reports and/or deliverables or request amendments. For the final report/deliverable (Deliverable 1), the time limit is extended to three (3) weeks.
3. 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 the specified time constraints.
4. 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.

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

Article 14 – Amendment to the Contract

1. Any amendment to the Contract must be of a form that shall not substantially impair competition, and should be specified in writing by way of an Addendum to the Contract, to be concluded under the same terms as the original Contract.
2. 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.
3. 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.
4. Following the receipt of the Contractor's proposal, the Competent Body, in accordance with the Regulation, 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.
5. 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.
6. No amendment shall be made retroactively.

Article 15 – Suspension of Execution

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

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

3. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the Contract 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.
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.

PAYMENTS AND DEBT RECOVERY

Article 16 – Payments

1. Upon commencement of the Contract, the Contractor shall notify in writing to the Contracting Authority the bank account to which it wishes the payments of the Contract Value to be made by completing the Form provided by the Contracting Authority. The Contracting Authority reserves the right to oppose the Contractor's choice of bank account.
2. All payments made by the Contracting Authority into the above bank account shall have releasing effect.
3. The Contract Value shall be paid to the Contractor in the manner described in article 7 of the Special Conditions. The period of time between the time of commencement of the Contractor's right to remuneration, as such right is specified in article 7 of the Special Conditions, and the date on which the account of the Contracting Authority is debited, shall not exceed thirty (30) calendar days.
4. The Contracting Authority may halt the countdown to the expiry of this deadline for any part of the invoiced amount disputed by the Project Manager, notifying the Contractor that that part of the invoice is not admissible, either because the amount in question is not due for payment or because the relevant report 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.
5. When the above-mentioned deadline shall expire, the Contractor may, within two weeks of expiry of the deadline set for the overdue payment to be made, claim interest on the payment so overdue at the default rate specified by a decree of the Minister of Finance based on the "Uniform Public Default Rate Law of 2006".
6. Payment of the final balance shall be subject to the performance by the Contractor of all its obligations relating to the execution of all stages or parts of the Services and to the approval by

the Contracting Authority of the final stage or part of the Services. Final payment shall take place only after the final report shall have been submitted by the Contractor and approved as satisfactory by the Contracting Authority.

7. If any of the following events occurs and persists, the Contracting Authority may, by written notice to the Contractor, suspend, in whole or in part, the payments due to the Contractor under the Contract:
 - The Contractor defaults in the execution of the contract.
 - Any other condition for which the Contractor is responsible and which, in the opinion of the Contracting Authority, interferes, or threatens to interfere, with the successful completion of the Contract.

Article 17 – Recovery of debts from the Contractor

1. 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 thirty (30) days of receipt by the Contractor of the request for repayment.
2. 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".
3. Should the Contractor fail to make repayment of the initial amount and of any interest added in accordance with paragraph 2 within thirty (30) days of expiry of the deadline of paragraph 1, 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.
4. 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.
5. Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

BREACH OF CONTRACT – CONTRACT TERMINATION

Article 18 – Breach of contract

1. The parties shall be in breach of contract when either one of them fails to discharge any of its contractual obligations.
2. Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:
 - Damages, and/or

- Termination of the Contract for the reasons specified in Articles 21 and 22 of the present Annex.
3. In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any amounts due to the Contractor. Additionally, 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.

Article 19 – Insurance – Indemnification

1. At its own expense, the Contractor shall indemnify, protect and defend the Contracting Authority and its employees from and against all actions, claims, losses or damage arising from the execution of the Contract by the Contractor.
2. At its own expense, the Contractor shall, upon request of the Contracting Authority, remedy any defect in the performance of the services in the event of the Contractor's failure to perform its obligations under the contract.
3. The Contractor shall have no liability for actions, claims, losses or damage which the Contractor may prove, by presenting the true facts to the Contracting Authority, that they are caused by:
 - The Contracting Authority omitting to act on any justified recommendation of the Contractor, or requiring the Contractor to apply a decision or recommendation with which the Contractor justifiably disagrees or about which it is expressing serious and justified reservations,
 - Improper execution, by the employees or independent contractors of the Contracting Authority, of the Contractor's instructions which have been adopted by the Contracting Authority.
4. The Contractor shall remain responsible for any breach of its obligations under the Contract for such period after the Services have been performed as may be provided for by the legislation governing the Contract or specified in the Tender Documents.

Article 20 – Administrative and financial penalties to the Contractor

1. In the event that Article 21 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.
2. Additionally, the Contracting Authority shall reserve the right to take against the Contractor the legal or other measures which it considers necessary in order to redress the situation.
3. As regards penalties for delay, the specific provisions of the article 8 of the Special Conditions of Contract shall apply.

Article 21 – Termination by the Contracting Authority

1. This Contract shall terminate automatically if it has not given rise to any payment within a period of one year after its signature by both parties.
2. Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the Contract.
3. In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving seven (7) days' notice to the Contractor, terminate the Contract in any of the following cases:
 - the contract has been subject to a substantial modification, which would have required a new procurement procedure pursuant to Article 72 of Law 73(I)/2016 or Article 86 of Law 140(I)/2016.
 - the contractor has, at the time of contract award, been in one of the situations referred to in Article 57(1) of Law 73(I)/2016 or Article 86 of Law 140(I)/2016.
 - the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and this Directive that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU.
 - 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 repair 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.
 - 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 3, 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 20.
11. The Contractor shall not be entitled to claim, over and above the amounts due to it for work already performed, compensation for any damage or loss it has suffered.
12. If the Contractor is a consortium of legal and/or natural persons and one or more of the grounds for termination of the Contract listed in paragraph 3 refers to one of the consortium members, the other consortium members, being jointly responsible, shall be obliged to complete the implementation of the Contract Scope without differentiation regarding the contractual obligations of the Contractor. In any case, the Contracting Authority shall reserve the right to terminate the Contract if the consortium member for which the grounds for disqualification apply is the coordinator of the consortium, or if the participation percentage of this member gives rise to reasonable suspicions of inability of the other members to fulfil the contractual obligations.

Article 22 – Termination by the Contractor

1. The Contractor may, after giving thirty (30) days' notice to the Contracting Authority, terminate the Contract if the Contracting Authority:
 - Does not pay to the Contractor the amounts due on the basis of the certificate issued by the Project Manager after the expiry of the deadline of two months, or
 - Consistently fails to fulfil its contractual obligations after repeated reminders, or
 - Suspends the progress of the Services or of any part thereof for more than one hundred and twenty (120) days for reasons not stated in the Contract or for which the Contractor is not responsible.
2. Such termination shall not affect any other rights of the Contracting Authority or the Contractor

which derive from the Contract.

3. In the event of such termination, the Contracting Authority shall pay the Contractor compensation for any loss or injury the Contractor may have suffered. Such additional payment may not be such that the total payments exceed the Contract Value.

Article 23 – Force Majeure

1. Neither party shall be considered to be in default of its contractual obligations if the fulfilment of such obligations is prevented by any force majeure event which arises after the date of signature of the Contract by both parties.
2. For the purposes of this Article, the term “Force Majeure” shall mean acts of God, strikes (except if these are limited to the persons in the Contractor’s employment), lock-outs or other industrial disturbances, hostilities, wars (whether declared or not), blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the control of the parties, are occurring in the territory of the Republic of Cyprus over which Government exercises effective control or in the place where the Contractor is established, and cannot be overcome by due diligence by either party.
3. If the Contractor invokes the occurrence of force majeure, it shall be obliged, within twenty (20) 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 twenty-five (25) days of receiving the aforementioned report of the Contractor. If the Contracting Authority does not reply within the above period of time, it shall be deemed to have accepted such force majeure event.
6. If the Contracting Authority invokes the occurrence of force majeure, it shall be obliged to inform the Contractor within twenty (20) days of the occurrence of the events constituting the force majeure. If the force majeure affects the Contractor’s activities, the Contracting Authority shall suspend performance of the Services.

Article 24 – Death

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

Authority shall decide whether to terminate or continue the Contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be, within fifteen (15) days of the date of death. The decision of the Contracting Authority shall be notified to the parties concerned within twenty (20) days of receipt of such a proposal.

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

Article 25 – Settlement of disputes

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

Article 26 – Notices due to COVID-19

Written notice of a Party's failure or delay in performance due to COVID-19 must be given to the other party no later than **five (5) working** days following the event commencing, which notice shall describe the event and the actions taken to minimize the impact thereof. More specifically, the following terms shall apply per case:

- Submission date of all due deliverables under this Agreement that become affected by the event, shall be postponed for the duration of the event. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after event ceases to exist.
- Pertaining to Contractor's personnel affected or quarantined due to COVID-19, all terms of Article 10 (Replacement of Personnel) of 'Part B' shall be applied.

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

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1. BACKGROUND INFORMATION

The Cyprus Energy Regulatory Authority (CERA) calls for Tenders for the provision of Consultancy services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus (RoC).

Where:

“Green hydrogen” is hydrogen produced through the electrolysis of water (in an electrolyser), powered by renewable energy, such as wind, solar, hydraulic or biomass plant.

“Blue hydrogen” is hydrogen produced from fossil fuels (natural gas, coal) in parallel use of a carbon capture and storage (CCS) system or a carbon capture, utilisation and storage (CCUS) system.

1.1 General background

The main characteristics of the energy system in the Republic of Cyprus is its small size, its heavy dependence on fossil fuels and its isolation from other European and regional energy systems.

With regards to the electricity internal market, the market is currently operating on a competitive basis based on Bilateral Agreements between Producers and Providers of electricity, as a transitional phase based on a monthly settlement period. Within 2022, pending the completion of the implementation of the Market Management System (MMS) within the project timeline, the already approved Trading and Settlement Rules (TSR) version 2.0.0 that implement the net-pool model described in CERA’s Regulatory Decision 01/2015 will enter into force. The TSR implement the EU target model as applied to Cyprus. The DSO is in the process of initiating the roll out of the Advanced Metering Infrastructure (AMI) with 400.000 smart meters (installation will be completed the latest by the end of 2025) together with a better control of the distribution system (Supervisory Control and Data Acquisition/Advanced Distribution Management System - SCADA/ADMS). All the above systems are a prerequisite for the gradual removal of barriers of entry for new electricity market participants and technologies (active customers, citizen energy communities, aggregators, demand response).

In addition to the above, electricity interconnection is being assessed through a project of common interest (PCI) called “EuroAsia Interconnector” and through a regional project called “EuroAfrica Interconnector”. The implementation of these interconnections will provide the infrastructure which is required so that the energy isolation would be lifted and at the same time Cyprus would become a hub for electricity transmission to and from Europe and to and from Israel and Egypt. Besides, these projects would allow higher penetration of RES into the energy system.

Furthermore, the Republic of Cyprus have granted nine (9) exploration licenses and one (1) exploitation license in its Exclusive Economic Zone. Moreover, there are another two gas discoveries (Calypso and Glaucus), which are under appraisal, while a number of exploration wells are planned for the next years. A relevant ongoing PCI is the “EastMed Pipeline”, which foresees on creating a direct connection of newly discovered gas reserves in the Levantine basin (Cyprus and Israel) with

European markets, through other diversified routes (such as Poseidon Pipeline and IGI). The project is included in the latest TYNDP of ENTSOG (TRA-N-330) and in the 4th PCI list (No. 7.3.1).

Pending the commercial exploitation of these opportunities, and in order to improve energy security issues and reduction of GHG emissions, the Republic has decided to proceed with the introduction of natural gas via Liquefied Natural Gas (LNG) imports and the development of the necessary infrastructure ("CyprusGas2EU" project of common interest), expected to be in operation by the end of Q3 2022.

The national energy and climate targets for this decade are described in the National Climate and Energy Plan (NECP) published in January 2020, and would serve as a basis for the long-term strategy for achieving greenhouse gas emissions reduction targets by 2050.

CERA is the National Energy Regulatory Authority of the Republic of Cyprus established according to European Directive 2019/944 and European Directive 2009/73. CERA is legally distinct and functionally independent of any other public or private entity. Its mandate is to regulate and supervise the Cyprus Energy Market.

CERA has the following tasks and responsibilities:

- Establish a fully operational electricity market and the emerging natural gas market,
- Supervise energy markets operation to facilitate sound competition,
- Safeguard the continuity, quality, security of energy supply,
- Regulate the tariffs of electricity and natural gas activities,
- Protect the interests of the final energy consumers,
- Act as a Consultant to the Minister of Energy, Commerce and Industry on energy related issues,
- Act as the Dispute Resolution Authority related to the energy markets in the RoC,
- Promote the use of Renewable Energy Sources,
- Promote the development of regional energy markets within the European Union,
- Promote Research and Development in the energy sector,
- Evaluate candidate PCIs on its territory, assess PCIs Investment Request and in liaison with relevant NRA define the cross-border cost allocation,
- Promote collaboration with ACER and CEER for an internal EU energy market that would contribute to EU's sustainability and climate goals.

In order to fulfil its mandate CERA has been given the power to issue, amend and revoke Energy Licenses; to issue final and binding decisions for licensed electricity and natural gas stakeholders, such as electricity producers, transmission system operators (TSOs), distribution system operators,

owners of electricity facilities, operator of natural gas facilities, electricity suppliers and natural gas supplier. Furthermore, CERA sets the energy tariff methodologies, approves TSOs investment plans and oversees their implementation, carries out investigations on the operation of the electricity and natural gas market and imposes effective proportionate and dissuasive sanctions.

1.2 Tender specific background

The Cyprus Energy Regulatory Authority taking into account the European Green Deal, the European Hydrogen Strategy and the ongoing assessment of hydrogen's role in the European energy market by the European Union Agency for the Cooperation of Energy Regulators (ACER) and the Council of European Energy Regulators (CEER), has been reviewing worldwide developments on hydrogen value chain and discussions around the establishment of a suitable legal and regulatory framework to support the emerging hydrogen economy.

Further to this review and taking into account:

- the absence of interconnections of the Cypriot energy system with the European or regional electricity and gas networks;
- the technical restrictions of the Cypriot electricity network to absorb increasing electricity produced by renewable resources over the next decade;
- hydrogen's role on reducing greenhouse gas (GHG) emissions;
- the fact that the National Energy and Climate Plan of the RoC, published in January 2020, does not include hydrogen technologies as a mean to achieve the required reduction in GHG emissions; and
- CERA's role as a Consultant to the Minister of Energy, Commerce and Industry on energy related matters,

CERA decided to procure for Consultancy services for the establishment of guidelines on the development of a hydrogen value chain in the RoC.

2. OBJECTIVE, PURPOSE AND EXPECTED RESULTS

2.1 Overall objective

The overall objective of the consultancy services to be undertaken by the Contractor is the establishment of guidelines that would elaborate on the required actions and measures that would enable the development of a hydrogen value chain in Republic of Cyprus. In particular, the Guidelines should specify potential means of hydrogen penetration into the Cypriot energy market, hydrogen production, transfer, storage and uses; operation of power to gas facilities (opportunities and restrictions) and suggestions regarding the required legal and regulatory framework which will support the establishment of a hydrogen energy market in the Republic of Cyprus.

Emphasis shall be given on the long-term development of a green hydrogen value chain, without excluding potentials of developing a blue hydrogen value chain in the medium-term and short-term. In addition to the above, the Contractor should cover in all potential uses of hydrogen in the Cypriot energy system, but shall provide in depth analysis of uses that are related with CERA's tasks and responsibilities.

2.2 Expected results

The expected results should be in the form of a report (Deliverable). The Report will comprise of a brief description of the worldwide national strategies established for the use of hydrogen as an energy carrier, present the benefits of using hydrogen as an energy carrier, provide technology maturity for the commercial production of hydrogen, means of transport and storage, potential financial gaps in promoting hydrogen projects and highlight the importance of early establishment of a legal and regulatory framework suitable to support the establishment of a hydrogen economy. As indicated in paragraph 2.1 emphasis shall be given on green hydrogen and hydrogen uses related to CERA's activities. Relevant references to blue hydrogen and other hydrogen uses, such as in the transportation sector, should not be on an extensive basis.

More specifically, the Guidelines to be established should specify:

- technologies that can be adopted for the production of hydrogen in Cyprus,
- means of transporting hydrogen within the country,
- potential uses of hydrogen in the RoC, with emphasis on uses related with CERA's activities and brief presentation of other uses such as in the transportation sector (road and maritime transport)
- benefits and ways of incorporating power-to-gas facilities to the electricity grid,
- benefits of using hydrogen to reduce GHG emissions and achieve national targets by 2030,
- evaluation of potential regional collaborations on the establishment of a hydrogen value chain,
- suggestions regarding the required legal and regulatory framework which will support the establishment of a hydrogen energy market in the Republic of Cyprus, taking into account the current European legal framework and expected modifications in relevant Directives and Regulations. It is specified that it is not expected for the Contractor to review the whole Cypriot energy legal and regulatory framework but to provide its view on the potential amendments that would support the establishment of a hydrogen value chain in the RoC.

3. ASSUMPTIONS AND RISKS

3.1 Assumptions the implementation of the Contract

In order to implement the Contract, the Project Team should collectively have experience and knowledge on power systems, gas networks, hydrogen value chain, European energy legal framework and European regulatory framework. In addition to the above, the Contractor shall be aware and take into account the characteristics of the Cypriot energy system (i.e. small size, isolated system, high dependence on fossil fuels, development of an emerging gas market, etc) and the National Plan on Energy and Climate of the RoC submitted to the European Commission in January 2020.

3.2 Risks

The major risk associated with the above-mentioned assumptions is for the Contractor not to understand the characteristics of the Cypriot energy system, thus providing general guidelines that could not benefit the RoC in establishing relevant National Strategies and proper legal and regulatory framework **or** providing guidelines that could not be applied in the RoC.

4. CONTRACT SCOPE

4.1 Activity breakdown

The scope of the contract is the provision of Consultancy Services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus. As mentioned in paragraph 2.2, the expected result comprises of one deliverable (Deliverable) in the form of a Report, which upon final approval by the Contracting Entity is expected to be presented by the Project Team to the Contracting Authority through a video conference. In more detail, the abovementioned Report should include at least the following activities:

- Analysis of the available green hydrogen production technologies, their CAPEX and OPEX and recommendations on the technologies that can be adopted for the sustainable production of green hydrogen in RoC,
- Identification and brief presentation of the available blue hydrogen production technologies, their CAPEX and OPEX and evaluation of potential benefits of implementing such technologies/projects in the RoC either through the use of imported natural gas (LNG) or the use of natural gas from Cypriot gas resources,
- Means of achieving sustainable transporting of hydrogen within the country. The Contractor is expected to provide relevant sustainable scenarios of hydrogen transport means taking into account the country's energy system characteristics.
- Recommendations on hydrogen uses that should be promoted in the RoC, with emphasis on uses related to CERA's activities,
- Benefits and ways of incorporating power-to-gas facilities into the electricity grid,
- Benefits of using hydrogen in the Cypriot energy mix, related to the reduction of GHG emissions and GHG allowance cost. The Contractor should include high level scenarios on carbon pricing by 2030, potential penetration of hydrogen in the electricity production, thus providing the GHG emission cost that could be avoided,

- Identification of any potential regional collaborations on the establishment of a hydrogen value chain,
- Suggestions regarding the required legal and regulatory framework which will support the establishment of a hydrogen energy market in the Republic of Cyprus, taking into account the current European legal framework, the expected modifications in relevant Directives and Regulations and the ongoing ACER/CEER relevant publicly available documents. It is specified that it is not expected for the Contractor to review the whole Cypriot energy legal and regulatory framework but to provide its view on the potential amendments that would support the establishment of a hydrogen value chain in the RoC.

The timeframe for the implementation of the Contract Scope is indicated below:

- The Contractor shall submit an Outline of Deliverable within three (3) weeks from the signature of the contract.
- The Contracting Authority shall provide feedback on the content within two (2) weeks.
- The Contractor shall submit the final draft of the deliverable, the Deliverable, within ten (10) weeks from the signature of the contract and present it to the Contracting Authority.
- The Contracting Authority shall inform the Contractor of its decision to approve the Deliverable within three (3) weeks from the submission of the final draft of the deliverable, or request amendments.
- In case amendments are requested the final Deliverable should be resubmitted within one (1) week from the Contracting Authority's comments and the Contracting Authority shall decide whether to approve or reject the Deliverable within one (1) week.
- Upon final approval of Deliverable by the Contracting Entity the Contractor shall arrange a video conference to present Deliverable to the Contracting Authority within one (1) week from the final approval of the Deliverable. The presentation shall be given by the Key Experts of the Contractor's Project Team.

4.2 Project Management

4.2.1 Organisational structure

Organisational structure of the Contracting Authority

The Contracting Authority will appoint a Project Manager for the supervision and coordination of the overall progress in the implementation of the Contract Scope and of the relevant activities, sets priorities, provides guidance, and evaluates and approves the results (deliverables and reports).

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 responsible for overall coordination of the implementation of the Contract Scope and for submission of all official contract documents for approval. 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 all phases of the Contract Scope, until final acceptance by the Contracting Authority. As such, the Contractor shall appoint a Project Team, with at

least three (3) Key Experts having the minimum qualifications indicated in paragraph 6.4 of Part A of the Tender Documents. Thus the Project Team should include:

Key Expert 1/ Project Manager: Hydrogen Production, Transport, Storage Expert

Key Expert 2: Power Production Facilities Expert

Key Expert 3: Legal Advisor

Tenderers may also include in the Project Team 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 or the fee rates for the experts (according to the Contract type).

The **Project Manager** shall be available throughout the implementation of the Contract Scope. The Contractor's Project Manager shall be the Key Expert 1 and shall be supported by 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 of the Contract (Deliverable).
- Coordination of the participation and responsibilities of the Key Experts who will perform the Contract Scope.
- Maintaining close and ongoing cooperation with the Contracting Authority and provision to it of information updates on the implementation progress, the work carried out and the solutions or alternatives adopted.
- It is noted that all communication should be addressed at **regulator.cy@cera.org.cy**.

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

4.2.2 Facilities to be provided by the Contracting Authority

The Contracting Authority will provide the Contractor information regarding the Cypriot electricity generation system and the emerging natural gas market that would be required for the execution of the Contract. The Contracting Authority is not obliged to provide any confidential information related to the above issues.

5. LOCATION AND DURATION OF CONTRACT SCOPE IMPLEMENTATION

5.1 Location of Contract Scope Implementation

Completion of the scope of the work will take place at the premises of the Contractor. Meetings with the Contracting Authority will be held on a virtual basis. The Contractor should arrange a virtual meeting to present the final deliverable to the Contracting Authority.

5.2 Duration of Contract Scope implementation

The period of implementation of the Contract Scope shall be **four (4)** months from the date of the contract signing.

6. REQUIREMENTS

6.1 Office accommodation

As per the provisions of paragraph 5.1 the Contract will be executed at the Contractor's premises.

6.2 Facilities to be provided by the Contractor

The Contractor should ensure that Project Team is adequately supported and equipped. In particular, he should ensure that there is sufficient administrative, secretarial and interpreting (if required) provision to enable the Project's Team Members 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.

7. REPORTS

7.1 Reporting requirements

The Contractor should submit a draft Deliverable (Report) and the Deliverable as indicated in paragraph 4.1 of this Annex.

The Contractor shall submit Ad-hoc Reports whenever it deems that it should inform the Contracting Authority of significant issues or when it is requested to submit an opinion on special issues related to the Contract Scope.

7.2 Submission and approval of Reports

The Reports of the above paragraph should be submitted electronically, to the Contracting Authority, for the attention of the Project Manager.

ANNEX III: NON-DISCLOSURE AGREEMENT

Non - Disclosure Agreement

The **Cyprus Energy Regulatory Authority** (hereinafter referred to as **CERA**), represented for the purposes of signing this Agreement by

on the one part, and

..... (hereinafter referred to as), represented for the purposes of signing this Agreement by

on the other part,

individually hereinafter referred to as "the Party" and collectively as "the Parties",

Whereas this Agreement is concluded for the following purpose:

Consultancy Services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus

Therefore, this Agreement is concluded for the protection of confidential information exchanged in the course of the above Contract.

Whereas the Parties are in possession of valuable information, knowledge, experience and data in aggregated form and of confidential nature relating to the execution of the Contract between the Parties. The data might be related but not limited to:

- (a) Development of the emerging natural gas market;
 - (b) National plans related to the decarbonization of the energy market;
 - (c) Forecasts of electricity production profiles and electricity demand;
 - (d) Forecasts of renewable electricity production and storage activities;
- any other data related to the scope of the Contract.

Whereas the Parties are willing to disclose such information on a cost-free basis to each other under terms of strict confidentiality, non-disclosure to third-parties, and non-use in any manner not explicitly authorised;

The Parties have agreed to be bound by the following conditions and obligations:

1. DEFINITIONS

.1. "**Confidential Information**" means (a) any and all information, materials, drawings, know-how or data relating to the Field which is disclosed or given by either Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") either directly or indirectly, whether in writing or by any other means, including, but not limited to, formulae, designs, simulations, processes, manufacturing methods; proprietary, technical, operational and financial data; information relating to the performance and output of research and development activities; cost and pricing data as well as business plans, customer lists, studies, reports, quotations, offers; and any notes, analyses, compilations, interpretations, memoranda or other documents.

.2. "**Contract**" means the Contract signed between the Parties regarding **Consultancy Services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus**

.3. "**Relevant Authorities**" means any authority in the Republic of Cyprus authorized under the Cyprus Law to carry out specific tasks related to the Permitted Purpose including but not limited to Cyprus Energy Regulatory Authority, Transmission System Operator of Cyprus and Electricity Authority of Cyprus in its role as Distribution System Operator.

.4. "**Staff**" means any permanent or temporary employee, contractor, consultant, employees of Relevant Authorities, service provider, visiting researcher, seconded personnel, sub-contractor, or a person engaged under a formal arrangement with either Party to an extent such person's actions are attributable to that Party.

.5. "**Affiliate**" means any company or entity controlled by or under common control with the relevant Party where "control" means direct or indirect ownership of at least 50% of the voting stock or interest in a company or entity, or control of the composition of the board of directors.

.6. "**Representative**" means any legal person or physical person duly authorised or empowered by a Party to act, speak or sign on its behalf.

.7. "**Permitted Purpose**" means activities and work carried out for the execution of the Contract.

2. SCOPE

.1. Each Party shall treat the Confidential Information disclosed by the other Party as strictly confidential. Neither Party shall disclose, transfer or make available in any way to any third party, other than the Relevant Authorities, such Confidential Information or any portions thereof. Receiving Party shall make use of any such Confidential Information only and strictly limited to the Permitted Purpose.

.2. Parties may disclose Confidential Information to their Affiliates and Representatives on a need-to-know basis. Each Party agrees to be responsible for any breach of this Agreement committed by its Representatives or its Affiliates to the same extent as if such were a party to this Agreement.

.3. In the event of one Party's Staff visiting the premises of the other Party, any further Confidential Information which may come to the knowledge of the visiting Party as a result of such visit shall be subject to the terms of this Article, and shall be treated accordingly by the visiting Party.

3. CONFIDENTIALITY UNDERTAKINGS

.1. The Receiving Party agrees with and undertakes to the Disclosing Party that its Representatives shall:

- a. keep in strict confidence and in safe custody any Confidential Information disclosed to the Receiving Party by the Disclosing Party;
- b. not use or exploit any Confidential Information other than for the Permitted Purpose;
- c. not copy or reproduce any or all the Confidential Information except as is reasonably necessary for the Permitted Purpose;
- d. promptly comply with any reasonable directions of the Disclosing Party which are given for the protection of the security of the Information;
- e. inform each such Representative of the restrictions as to confidentiality, use and disclosure of such Confidential Information contained in this Agreement and, to the extent that each such Representative is not already under an appropriate duty of confidentiality, impose upon each such Representative obligations of confidentiality at least equivalent to those set out in this Agreement.

.2. Subject to Article 4 below, each Party hereby undertakes that it shall not, without the prior consent in writing of the other Party, release any press statement or make any other announcement to any third party or make any public statement regarding the existence or content of the discussions contemplated by this Agreement or the identity of the parties to such discussions.

4. LIMITATIONS

.1. The obligations of confidence and non-use herein shall not apply to any part of the Confidential Information if:

- a. It can be evidenced in writing that such Confidential Information was already available to the Receiving Party before its disclosure by the Disclosing Party;
- b. Such Confidential Information was already in the public domain or was made available to the public before the date of disclosure by the Disclosing Party;
- c. Such Confidential Information enters the public domain or becomes available to the public after the date of disclosure by the Disclosing Party not as a consequence of an act or failure attributable to the Receiving Party;
- d. It can be evidenced in writing that such Confidential Information is obtained by the Receiving Party from a third party not bound by any confidentiality obligation to the Disclosing Party;
- e. It can be evidenced in writing that such Confidential Information has been developed, independently and without use of any part of the Confidential Information, by the Receiving Party after the date of disclosure by the Disclosing Party.

.2. Nothing in this Agreement shall prevent the disclosure of Confidential Information by the Receiving Party where such disclosure is required by law or regulation or by an order of a court of competent jurisdiction.

5. ACCESS OF STAFF

Each Party shall ensure that its Staff or the Staff of its Affiliates or the Staff of its Representatives in case of its Representatives being legal persons, who enjoys access to the Confidential Information is bound by a confidentiality agreement or a legally equivalent arrangement or provision which enables the effective implementation of the present Agreement, and that such Staff is notified that the terms and obligations set in the present Agreement apply to any of their engagement with the Confidential Information.

6. ENTRY INTO FORCE, DURATION AND TERMINATION

This Agreement shall enter into force upon the signature of the last Party and shall stay in full force and effect for **five (5) years**.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

.1. All Confidential Information, and any proprietary and related right contained therein, including any intellectual property right, shall continue to belong to their respective owners. Nothing contained in this Agreement shall be interpreted to imply any transfer of ownership from one Party to the other or to constitute a licence to use or exploit by one Party of the property of the other.

.2. Parties will respect each other's proprietary and related rights, including intellectual property rights, which may have been disclosed by one Party to the other in the performance of this Agreement, and shall not misuse or claim any title to any such Confidential Information.

.3. Articles 1 and 6 shall survive the expiration or termination of this Agreement.

8. WARRANTIES

The Receiving Party agrees that the Disclosing Party makes no representations or warranties, express or implied, including but not limited to, the accuracy, completeness, merchantability, or fitness for a particular purpose of the Confidential Information, as well as non-infringement of third-party rights.

9. RETURN OF INFORMATION

The Receiving Party shall, at request of the Disclosing Party, return all Confidential Information in its, its Affiliates' and its Representatives' possession.

10. APPLICABLE LAW

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of Cyprus. In case any dispute, controversy or claim arising out of or relating to this Agreement cannot be settled amicably between the Parties, it shall be subject to the jurisdiction of the Courts of the Republic of Cyprus.

11. MISCELLANEOUS PROVISIONS

- .1. Neither Party can assign, waive, revoke or otherwise transfer its respective rights or obligations under this Agreement without prior written consent of the other Party.
- .2. This Agreement does not impose any obligation upon the Parties to disclose any Confidential Information or to continue such disclosure. The extent and frequency of any disclosure is at the discretion of each Disclosing Party.
- .3. If any provision or clause of this Agreement is held unenforceable by a competent court of law, or is precluded by the applicable law, the remaining provisions or clauses shall continue to be in full force and effect to the extent that such invalidity does not fundamentally prevent the Parties from continuing to observe their rights or obligations under this Agreement.
- .4. Any violation of any of the provisions of this Agreement will cause the Disclosing Party immediate and irreparable harm, which money damages alone cannot adequately remedy. Therefore, upon any actual or impending violation of this Agreement, the Receiving Party consents to the issuance by a court of competent jurisdiction, of a restraining order, preliminary and/or permanent injunction, restraining or enjoining such violation by the Receiving Party or any entity or person acting in concert with the Receiving Party. The Receiving Party understands that such orders are additional to and do not limit the availability to the Disclosing Party of any other remedy in law or in equity, including the recovery of damages. In any dispute between the parties arising under this Agreement, the prevailing party shall be entitled to the reimbursement of attorney fees and other costs of litigation in addition to all other remedies.
- .5. The failure of a Party to enforce any rights resulting from breach by the other Party of any provision of this Agreement will not be deemed as a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
- .6. In the event of any conflict or discrepancy between the provisions of this Agreement and the provisions of any agreements and/or other binding documents between the Parties, the provisions of this Agreement shall prevail as far as Confidential Information is concerned.

.7. Any communication and correspondence with reference to this Agreement shall be made in writing and addressed to the following addresses:

<p><u>For CERA:</u></p> <p>Cyprus Energy Regulatory Authority</p> <p>20 Ayias Paraskevis, 2002 Strovolos, Nicosia, Cyprus</p> <p>P.O.Box 24936, 1355 Nicosia, Cyprus</p> <p>To the attention of XXXXXXXXXX</p>	<p><u>For XXXX:</u></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>To the attention of XXXXXXX</p>
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.8. This is the entire Agreement between the Parties relating to the subject matter hereof and may only be modified by a written amendment signed by the authorized Representatives of each Party.

This Agreement is signed in Nicosia, Cyprus by the duly authorized representatives of the Parties on

Done in three originals in the English language,

<p>For CERA,</p> <p>Seal:</p> <p>Signature:</p> <p>XXXXXXXXXX</p> <p>.....</p> <p>Cyprus Energy Regulatory Authority</p>	<p>For XXXXX,</p> <p>Seal:</p> <p>Signature:</p> <p>XXXXXXXXXX</p> <p>.....</p> <p>.....</p>
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<i>Witness 1.</i>		<i>Witness 2.</i>	
<i>Signature</i>		<i>Signature</i>	
<i>Name</i>		<i>Name</i>	
<i>Title</i>		<i>Title</i>	

ANNEX IV: DATA PROCESSING AGREEMENT

**DATA PROCESSING AGREEMENT PURSUANT TO ARTICLE 28 OF
REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE
COUNCIL OF 27 APRIL 2016 ON THE PROTECTION OF NATURAL PERSONS
WITH REGARD TO THE PROCESSING OF PERSONAL DATA AND ON THE
FREE MOVEMENT OF SUCH DATA**

In Nicosia, today, by and between the undersigned:

- 1) The Cyprus Energy Regulatory Authority, legal entity under public law, which is legally represented for the conclusion hereof by the Manager of the Office of CERA, (hereinafter referred to as the “**Controller**”) and
- 2) Mr/Ms....., of the private company/legal entity under public law with registered address, street no. and is legally represented for the conclusion hereof by , hereinafter referred to as the “**Provider**” or “**Processor**”)

and jointly referred to as the “**Parties**” have agreed and accepted the following:

1. Definitions

The terms in capital letters at the beginning of the words, which are used herein and for which no definition is given below, shall have the meaning assigned to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as “**GDPR**”) and on the Protection of Natural Persons with regard to the Processing of Personal Data and the Free Movement of such Data Law of 2018 (Law 125(I)/2018) as amended and/or replaced

1.1. Personal Data: Any information relating to an identified or identifiable natural person (“**Data Subject**”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.2. Processing: Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use,

disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.3. Legislative Framework on the Protection of Personal Data (hereinafter referred to as “**Legislative Framework**”): The GDPR and any legislation of the Republic of Cyprus and the European Union (Treaty, Constitution, Regulation, Directive, Law etc.) governing the protection of Personal Data or privacy and to which Personal Data are subject.

1.4. Controller: The Cyprus Energy Regulatory Authority severally or jointly with others, determines the purposes and means of the processing of personal data. Where the purposes and means of such processing are determined by the Legislative Framework, the Controller or the specific criteria for its nomination may be provided for by the Legislative Framework.

1.5. Processor: The Provider, which processes personal data on behalf of the Cyprus Energy Regulatory Authority, as the Controller.

1.6. Sub-Processor: The natural or legal person / processor, which is hired by the Processor to carry out processing activities on behalf of the Controller.

1.7. Recipient: The natural or legal person, public authority, agency or other body, to which the personal data are disclosed, whether a third party or not.

1.8. Third Party: The natural or legal person, public authority, agency or body other than the data subject, controller, processor and other persons who, under the direct authority of the controller or processor, are authorised to process personal data.

1.9. Personal Data Breach: A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

1.10. EU Standard Contractual Clauses: The standard contractual clauses for the transfer of personal data to processors established in third countries, which are annexed to the

European Commission Decision of 5 February 2010 (2010/87/EU), as amended and in force, or any other personal data protection standard contractual clauses to be approved by the European Commission in accordance with the GDPR.

2. Scope

The Parties, within the framework of their cooperation, have agreed that the Provider shall process personal data on behalf of the Cyprus Energy Regulatory Authority and only on the basis of registered orders. Specifically, the Provider shall process the personal data of the Cyprus Energy Regulatory Authority in the context of the fulfillment of its obligations under the cooperation between the Parties, in accordance with the provisions of the Data Processing Agreement (hereinafter referred to as “**Data Processing Agreement**”), as specified in the Data Processing Addendum (hereinafter referred to as “**Data Processing Addendum**”), the terms of which govern the respective processing and which are attached to the Data Processing Agreement constituting a single and integral part thereof.

3. Start and Entry into Force

This Agreement starts from the date of its signing by both parties and shall last for unless terminated following a breach of the provisions of this Agreement.

4. Processing of Personal Data

The Provider, as Processor, shall process the personal data, which are kept by the Cyprus Energy Regulatory Authority, as Controller, solely for the purpose of this Agreement. The data subjects, the categories of personal data, the purpose and nature of the Processing, are defined in the respective Data Processing Addendum or in the terms of cooperation between the parties.

5. Obligations of the Controller

The Cyprus Energy Regulatory Authority as Controller, shall:

5.1. Comply with the Legislative Framework and bear the burden of proof of compliance;

5.2 Ensure the existence of the legal basis for the lawful processing of personal data for all processing purposes, including the processing activities carried out by the Processor and specified in the Data Processing Addendum;

5.3 Inform the data subjects and the recipients of personal data on all processing purposes and their rights, including the processing activities carried out by the Processor, as set out in the Legislative Framework;

5.4. Obtain, where required, the relevant required consent of the data subjects for the purposes of the processing;

5.5. Obtain the explicit consent of data subjects in cases where processing of special categories of personal data is carried out;

5.6. Provide written instructions to the Processor with regard to the processing, in accordance with the nature and purpose of the processing.

6. Obligations of the Processor

The Provider, as Processor, shall:

6.1. Comply with the Legislative Framework on the Processing of Personal Data of the Controller, bearing the burden of proof of compliance and to immediately notify the Controller if, at its discretion, any of its instructions, pursuant to paragraph 5.6. hereof, breaches the Legislative Framework.

6.2. Not process the Personal Data which was received from the Controller other than on the relevant documented instructions of the Controller, unless such processing is required by the Legislative Framework, to which the Processor is subject, and for which it must provide the relevant information to the Controller prior to the processing of the personal data.

6.3. Apply all the required Technical and Organisational Measures for the protection of the personal data, in accordance with paragraph 7 hereof.

6.4. Maintain a record of processing activities carried out for the Cyprus Energy Regulatory Authority, in accordance with Article 30 par. 2 of the GDPR.

6.5. Take reasonable steps to ensure the reliability of any employee, agent or contractor, so that the persons processing personal data and have access to such data:

(a) Are authorised to process the personal data and process such data only on the instructions of the Cyprus Energy Regulatory Authority;

(b) Have access only to the strictly necessary information, data and structures for the performance and fulfillment of the purposes of the cooperation between the Parties and compliance to the Legislative Framework in the context of its duties as Processor; and

(c) Are subject to confidentiality undertakings or professional or statutory obligations of confidentiality, even after the termination in any way of their employment in the Processing.

7. Technical and Organisational Measures

7.1. Taking into account the state of the art, the cost of implementation, and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including inter alia as appropriate:

(a) the pseudonymisation and encryption of personal data, especially during the transfer and storage of such data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

7.2. The Processor declares and warrants that it has a Business Continuity / Disaster Recovery Plan, which allows the continuity of all the means required for the provision of the services of the Agreement and their uninterrupted and unobstructed provision to the Cyprus Energy Regulatory Authority and the availability of personal data.

In this context, the Processor undertakes to:

7.2.1. Periodically update and test the above Business Continuity / Disaster Recovery Plan, in accordance with industry best practices;

7.2.2. Inform the Data Protection Officer of the Cyprus Energy Regulatory Authority without delay of any development, which may substantially affect its ability to carry out the processing effectively and in accordance with the Legislative Framework;

7.2.3. Inform the Data Protection Officer of the Cyprus Energy Regulatory Authority for any event of its inability to provide services, without delay from the occurrence of the event and

immediately after its completion, unless otherwise specified in the Data Processing Addendum.

In the event that the Cyprus Energy Regulatory Authority assesses the Business Continuity / Disaster Recovery Plan as inadequate to ensure the continued performance of the services and the protection of the Personal Data or that the above Plan is deemed inadequate by any competent audit authority, the Provider must address any identified deficiencies or failures by making every effort for the implementation of corrections, which will be requested and within the schedule set by the competent audit authority or the Cyprus Energy Regulatory Authority.

7.4. The Processor is obliged, when assessing the appropriate level of security of Processing, to take into account in particular the risks from such processing and especially from the personal data breach.

7.5. The technical and organisational measures governing any processing are specified in the relevant Data Processing Addendum.

8. Data protection impact assessment and prior consultation

The Processor shall assist the Controller in conducting data protection impact assessments and prior consultation with the supervisory authorities or other competent data protection authorities, which arise in accordance with the provisions of the Legislative Framework and which apply to the Controller due to processing of personal data, taking into account the nature of processing and the information provided to the Processor.

9. Rights of Data Subjects

9.1. Taking into account the nature of the processing, the Processor assists the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfillment of the Controller's obligation to respond to requests for exercising the data subject's rights, as laid down in the Legislative Framework (e.g. right of access, right to rectification, right to erasure, right to restriction of processing, right to object and right to data portability).

9.2. The Processor shall:

9.2.1. Inform the Data Protection Officer of the Cyprus Energy Regulatory Authority without delay if the Processor or its Sub-Processor receives a request from a Data Subject, in accordance with the Legislative Framework and in relation to the personal data of the Controller; and

9.2.2. Ensure that Sub-Processors do not respond to requests beyond the instructions of the Controller or as required by the Legislative Framework, to which the Processor is subject, in which case the Processor, to the extent permitted by the Legislative Framework, informs the Controller of such request prior to responding to the request.

10. Audit of the Processor

10.1. The Processor shall make available to the Controller all information (such as relevant certifications, audit reports, results of regular tests, assessments and evaluations of technical and organisational measures) necessary for the Controller to demonstrate compliance with the obligations laid down herein and the Legislative Framework.

10.2. During the validity hereof and for twelve months after completion of the processing, the Controller has the right at any time to audit, at its own expense, and the Processor is obliged to provide to the employees of the Controller, to the authorised by the Controller independent auditor and/or their representatives, access to its facilities and to the facilities of its sub-processors (if any), to the data, files, audits, policies and procedures relating to the processing, to verify that the Processor complies with the obligations herein, in accordance with the following procedure:

10.2.1. Without prejudice to paragraph 9.2.3, the Cyprus Energy Regulatory Authority shall notify the Provider in writing of the audit at least five (5) working days prior to the audit, disclosing the identification details of the natural persons who will conduct the audit as well as its estimated duration.

10.2.2. The Processor and Sub-Processors (if any) are not obliged to provide access to their facilities for the purpose of the audit:

(a) To anyone unless they provide proof of identity and duty of audit;

(β) Without prejudice to paragraph 9.2.3., outside the operating hours of the Provider's facilities.

10.2.3. The Controller may carry out an audit, without complying with the obligation under paragraph 9.2.1 to notify the Processor, in the following cases:

- There is a case of emergency or personal data breach; or

- The Controller deems it reasonably necessary to carry out an audit on the basis of reasonable indications of the Processor's non-compliance hereof; or

- The Controller is obliged or required to carry out an audit under the Legislative Framework, a decision of a Supervisory Authority or other similar regulatory authority responsible for the implementation of the Legislative Framework in any country; or
- The Controller is obliged or required to carry out an audit at the request of a data subject, in which questions are raised regarding the lawfulness of the processing.

10.3. In the event that the audit results in the identification of errors or omissions, the Provider must take immediate steps for their restoration, in accordance with the recommendations of the Cyprus Energy Regulatory Authority and within the schedule it shall indicate.

10.4. The Controller and / or its affiliates (including but not limited to, independent auditors, employees of the Cyprus Energy Regulatory Authority, who are at the facilities of the Processor during the audit) shall make reasonable efforts to avoid any damage or destruction to the facilities, infrastructure, personnel and operations of the Processor and / or Sub-Processors, during the audit.

10.5. The right to information and audit of the Controller of this section does not invalidate the right to information and audit, which may have been agreed upon during the cooperation between the Parties and which are still in force.

11. Transfer of Personal Data

11.1 Personal Data are transferred to the Provider by the Cyprus Energy Regulatory Authority and are subject to processing by its authorised personnel. Unless otherwise specified in the Data Processing Addendum, the Provider shall not transfer to Recipients and / or Third Parties the Personal Data of the Cyprus Energy Regulatory Authority, unless requested by the Data Subject and/or the Cyprus Energy Regulatory Authority, in which case the Personal Data may be returned to the Cyprus Energy Regulatory Authority or the country of origin of the Data Subject.

11.2 If it is required to transfer Personal Data to Recipients other than those specified in paragraph 10.1 and any Sub-Processors, the Processor must inform the Controller in writing of the terms and obligations of the transfer and not transfer personal data prior to the written consent of the Controller.

11.3. The Provider shall not process or transfer personal data outside the European Union or countries or international organisations which the European Commission has not decided that they ensure an adequate level of protection or has decided that they do not ensure an adequate level of protection, without the prior written consent of the Cyprus Energy Regulatory

Authority. In the event that the personal data of the Cyprus Energy Regulatory Authority are transferred to a country outside the European Union, which is not recognised by the European Commission as providing an adequate level of protection, the Parties shall ensure that the personal data of the Cyprus Energy Regulatory Authority are adequately protected in accordance with Article 46 of the GDPR. To this end, the Parties expressly acknowledge that in the event the Recipient is not covered by an adequate level of protection and appropriate safeguards, the EU standard contractual clauses shall apply to such transfers.

12. Sub-Processors

12.1. The Processor is required to inform the Controller in writing, prior to engaging another processor and assigning tasks to such processor, including all information subject to processing and undertaken by the Sub-Processor. Within thirty (30) days from the receipt of the above request on the assignment of the processing to a Sub-Processor, the Controller must notify the Processor whether or not he accepts the engagement of Sub-Processor. Only with the express written authorisation of the Controller to the Processor for the engagement of Sub-Processor and the authority of the Processor to provide instructions similar to those given by the Controller to the Sub-Processor, i.e. to process the personal data provided by the Controller on its behalf, will such processing be assigned to a Sub-Processor. The Processor, as well as anyone on its behalf, shall not assign (or disclose personal data of the Controller) to any proposed Sub-Processor, prior to the express written consent of the Controller.

12.2. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Controller the opportunity to object to such changes.

12.3. The Processor guarantees that any Sub-Processor, who has been approved by the Controller, prior to processing personal data on behalf of the Controller, will contract with the Processor, with the same rights and obligations as provided for herein and the Legislative Framework.

12.4. In the event the engagement of a sub-processor is approved by the Controller, the Processor is obliged:

(a) Before the commencement of the processing of personal data of the Controller by the Sub-Processor to take all necessary and appropriate actions, in order to maintain an adequate level of protection for the personal data of the Controller, in accordance with the requirements for such protection as provided for herein and the Legislative Framework,

(b) At the request of the Controller, to provide to the Controller a copy of the contract with the Sub-Processor (from which confidential/commercial information unrelated to the requirements hereof may be removed).

12.5. The Processor shall ensure that each Sub-Processor complies with the obligations provided herein in relation to the processing of personal data carried out by each Sub-Processor, as if the Sub-Processor were the contracting party herein instead of the Processor, including, without limitation of the generality of the foregoing, the obligations arising from paragraphs 4.6, 5.5, 6, 8.1., 9, 12, 13.1, 13.2 and 13.3.

12.6. In the event that the Sub-Processor does not comply with its obligations regarding the protection of personal data, the Provider remains fully liable to the Cyprus Energy Regulatory Authority for compliance with the obligations of the Sub-Processor.

12.7. The Processor may continue to use Sub-Processors with whom it has already contracted prior to the entry into force hereof, provided that in any case the Sub-Processor shall undertake as soon as possible the obligations set out herein.

13. Personal Data Breach

13.1. The Processor declares and warrants that it has established and implements information security policies, including the management of data breaches and that the Provider's personnel and its affiliates in general, who have access to or process personal data, are aware of the relevant policies and procedures, and have received all the necessary instructions to address personal data breaches, including the immediate submission of reports, scaling procedures and evidence-based practices.

13.2. The Processor shall notify the personal data breach to the Controller without undue delay from the time when the Processor or any Sub-Processor becomes aware of any personal data breach, which affects the personal data of the Controller, providing to the Controller sufficient information which will allow the Controller to comply with the requirements for the notification of personal data breaches to the supervisory authority and/or the data subjects, in accordance with the provisions of the Legislative Framework and Articles 33 and 34 of the GDPR.

In particular, the Processor shall:

(a) Describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(b) Describe the likely consequences of the personal data breach; and

(c) Describe the measures taken or proposed to be taken by the Controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

13.3. The Processor must provide the information in accordance with paragraph 12.2. to the email address dataprotection@cera.org.cy as well as to the telephone number 22666363.

13.4. The Processor must cooperate with the Controller and to act on the instructions of the Controller to assist the Controller in the investigation, limitation and to address any incident of personal data breach.

13.5. The Processor guarantees that its Sub-Processors implements policies for the management of personal data breaches with appropriate procedures and have taken all appropriate measures.

13.6. The above notification obligation does not invalidate other notification obligations of the Processor, which may have been agreed upon during the cooperation between the Parties and which are still in force.

14. Deletion or Return of Personal Data

14.1. Without prejudice to paragraphs 13.2 and 13.3. and any special provisions in the relevant Data Processing Addendum, the Processor is obliged to delete the personal data of the Controller within the time period specified in the relevant Data Processing Addendum after the end of services and to confirm the deletion of all copies of personal data received from the Controller.

14.2. Without prejudice to paragraph 13.3, the Controller may, at its discretion, request from the Processor in writing and no later from the end of processing:

(a) To return all personal data of the Controller in a copy through a secure file, the format of which has been pre-agreed with the Controller; and

(b) Delete and confirm the deletion of all copies of personal data of the Controller which were processed by the Processor.

14.3. The Processor and/or any Sub-Processors shall retain the personal data of the Controller, when required by the Legislative Framework and only for the period required, provided that the Processor ensures the compliance of confidentiality and the security of all personal data notified by the Controller and that such personal data processing is performed only for the specific purposes that require their storage and for no other purpose.

14.4. The Processor is obliged to provide the Controller with a written certificate on its full compliance and of its Sub-Processors with the provisions of this paragraph within six (6) months from the end of the processing.

15. Liability of the Parties

15.1. The Provider, during the fulfillment of the obligations arising from this agreement and the Legislative Framework, is liable for any fault thereof, the Sub-Processors and its affiliates in general, and is obliged to fully compensate any damage of the Cyprus Energy Regulatory Authority, which is due or directly or indirectly related to the breach by the Provider of the terms hereof and/or the Legislative Framework.

15.2. The Cyprus Energy Regulatory Authority is not liable for compensation of the Provider for lost profits, loss of reputation or clientele and for any direct or indirect damage, which is due or directly or indirectly related to the breach of the terms hereof and/or the Legislative Framework.

16. Business Contact Details

The Provider has the right, during the normal course of the business relationship with the Cyprus Energy Regulatory Authority, to have personal information on the operators and other representatives of the Cyprus Energy Regulatory Authority, including but not limited to, full name, telephone number, address, etc. (“**Business Contact Details**”). Subject to compliance with the Legislative Framework, the Provider shall use and disclose the Business Contract Details only for specific purposes arising from the cooperation between the Parties and which make such disclosure necessary, including conducting and maintaining business relationships and informing the Cyprus Energy Regulatory Authority about products and services related to the cooperation between the Parties.

17. Data Protection Officers

17.1. CONTACT DETAILS OF THE DATA PROTECTION OFFICER OF CERA

DATA PROTECTION OFFICER:

ADDRESS: 20, Agias Paraskevis, 2002 Nicosia

CONTACT NUMBER: 22666363

EMAIL: dataprotection@cera.org.cy

17.2. CONTACT DETAILS OF THE DATA PROTECTION OFFICER OF THE PROVIDER

DATA PROTECTION OFFICER

ADDRESS:

CONTACT NUMBER:

EMAIL:

18. Other Terms

18.1 In the event of the breach of any of these terms, all of which are deemed essential, the non-liaible Party has the right to terminate immediately and at no cost to itself, the cooperation between the Parties and the Data Processing Agreement with the Data Processing Addendum. The termination shall be effective from the date of receipt of the termination notice by the counterparty or if otherwise specified in the termination notice.

18.2 Failure to exercise all or part of the rights under the Data Processing Agreement shall not be construed, interpreted or considered as waiver of such rights.

18.3 If any term hereof is considered invalid or void for any reason, such invalidity shall not affect the validity of the remaining terms hereof.

18.4 This agreement includes all agreements between the Parties and supersedes any other prior written or oral agreement or arrangement with respect to matters governed by it.

18.5 The Data Processing Agreement with the attached thereto Data Processing Addendum, constituting a single and integral part thereof, shall be amended, supplemented or terminated only with the written agreement of the Parties.

18.6 For the resolution of any dispute, which may arise from the present agreement and shall concern its fulfillment, implementation and interpretation as well as the relations generally created by it, it is agreed that the law of the Republic of Cyprus is applicable and the Courts of the Republic of Cyprus have exclusive jurisdiction.

18.7 It is expressly agreed that where the Data Processing Agreement stipulates written communication between the Parties, shall include e-mail, which shall be accompanied by clear and signed information and/or instructions of the Parties, to the following e-mail addresses:

CERA

EMAIL: dataprotection@cera.org.cy

EMAIL:

IN WITNESS whereof, this agreement was drawn in three (3) identical copies, which after being read, were signed by the legal representatives of the Parties and the Controller received two originals and the Provider received one original.

**FOR THE CYPRUS ENERGY
REGULATORY AUTHORITY**

FOR THE PROVIDER

Signature:.....

Signature:.....

Title:.....

Title:.....

Name:.....

Name:.....

Seal:

Seal:

WITNESS 1

WITNESS 2

.....

.....

DATA PROCESSING ADDENDUM

The following lists identify the Types of Personal Data and the Special Categories of Personal Data that are subject to processing in the context of the services provided by the Processor.

I. Categories of Data Subjects

The categories of data subjects with respect to personal data processed by the Processor on behalf of the Controller are as follows:

- CERA Applicants and Licensees
- Complainants

II. Categories of Personal Data

The categories of data subjects with respect to personal data processed by the Processor on behalf of the Controller are as follows:

- Name of person
- Father's Name
- ID Card / Passport Number
- Opinions
- Email address

III. Special Categories of Personal Data

No processing of personal data belonging to special categories of personal data as described below shall be carried out, and includes information about a person's:

- Race or ethnicity
- Political views
- Religion, spiritual or philosophical beliefs
- Participation in trade unions
- Criminal convictions and offenses

IV. Purpose and Nature of Processing

The purpose and nature of the processing with respect to personal data of data subjects processed by the Processor on behalf of the Controller are as follows:

- Data collection for the provision of consultancy services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus.

V. Legal basis for the lawful processing of personal data for all processing purposes, including the processing activities carried out by the Processor:

The processing is necessary for compliance with a legal obligation to which the controller is subject;

VI. Description of technical and organisational security measures applied by the processor

“Technical and organisational security measures” for the purposes of this agreement shall mean the measures intended to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed, as well as protection from any other unlawful form of processing.

1. Form of data processing

The data processing is done in electronic and printed form.

2. Security measures of records

2.1. The Processor:

- Must select persons with corresponding professional qualifications who provide adequate guarantees in terms of technical knowledge and personal integrity for the observance of confidentiality;
- Provides a level of security with appropriate technical and organisational measures to reduce the risk of data breach;
- Ensures that access to personal data is restricted to the absolutely necessary personnel who need access to provide the examination service;
- Takes all appropriate measures for the adherence to privacy and confidentiality by the personnel who need access to provide the examination service;
- Encrypts the data transmitted electronically; and
- Takes appropriate measures so that personnel do not have access to the data remotely and data are not stored on portable personal devices or mass storage devices (e.g. USB).

2.2. The Processor shall notify the Controller as soon as becoming aware of a personal data breach and will state in the notification the nature of the personal data breach, the categories of data, the approximate number of data subjects concerned, the consequences of the breach and the contact details of the processor for the management of the incident.

APPENDIX : TEMPLATES FOR FORMS

FORM 1

COMMITMENT NOT TO WITHDRAW THE OFFER

Tender No. 13/2021

1. We refer to the offer we have submitted for **Consultancy Services for establishing guidelines on the development of a hydrogen value chain in the Republic of Cyprus**, which is valid for the period specified in the tender documents and which, under the terms of the tender, tenderers have no right to withdraw.

2. Is in our knowledge that in accordance with the terms of the tender documents if:
 - a. After the closing date for the submission of Tenders, withdraw our Tender or a part thereof during its period of validity, or
 - b. has been ascertained that we have submitted any false declaration or false certificate, or
 - c. Having been notified of the acceptance of our Tender by the Contracting Authority during the period of validity of the Tender, and having been notified to present ourselves for signing the Contract:
 - (i) Refused or neglected to produce within the specified time limit any Certificate and/or other document and/or fulfill any other of our obligations deriving from our participation in the present tender procedure, or
 - (ii) Refused or neglected to sign the Contract,

The following penalties may be imposed to us:

- a. Declaration of us in default and deprivation of all of our rights to the Award of the Contract,
 - b. The penalties provided for by the Law and the Regulations regarding participation in future tender procedures leading to the award of a public contract.
-
3. In addition, we undertake to pay the Contracting Authority a compensation amount equal **to 5% of our financial offer** or part thereof which has been withdrawn.

Signature of Tenderer or its Representative:

Signatory Name:

Identity Card / Passport No. of Signatory:

Capacity of Signatory:

Date:

Details Tenderer¹ :

Name of the Tenderer:

Note 1: In the case of a consortium of legal persons, the details of the consortium and of each member of the consortium.

FORM 2

SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION

To: **Cyprus Energy Regulatory Authority**

Subject: **Consultancy Services for establishing guidelines for the development of a hydrogen value chain in the Republic of Cyprus.**

Tender procedure no.: **13/2021**

I solemnly declare that:

- a. *I have not been convicted for:*
- 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 terrorism 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 Contracting Authority's obligation to exclude me from the procurement procedure is also applicable if the person convicted by final judgement for any of the above, is a member of an administrative, management or oversight body of my organisation or has powers of representation, decision or control therein.

- b. *I am not guilty of grave professional misconduct which renders my integrity questionable.*
- c. *I have not entered into agreements with other economic operators aimed at distorting competition.*
- d. *I do not have a conflict of interest within the meaning of Article 6 of Law that cannot be effectively remedied without excluding me from participation in the tender procedure.*

e. *I have not distorted the competition from my prior involvement in the preparation of the procurement procedure, as referred to in Article 38 of Law that cannot be effectively remedied without excluding me from participation in the tender procedure. I have not 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 have not been found 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 and I have not withheld such information and I am able to submit the supporting documents required pursuant to Article 59 of Law.*

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

.....
.....

Signature:

Name of signatory:

Identity Card / Passport No. of signatory:

Capacity of signatory

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

Name:

Country of establishment: *Address:*

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

Address for correspondence (if different)

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

Contact tel. no. *Contact fax no.*

FORM 3

DOCUMENTATION OF THE TENDERER'S ECONOMIC AND FINANCIAL STANDING

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

Table A

Financial data	<Year>	<Year>	<Year>	Average
<i>Annual turnover (in EURO)</i>				

Table B

Name of Consortium member:

Financial data	<Year>	<Year>	<Year>
<i>Annual turnover (in EURO)</i>			

General Note: Pursuant to the provisions of article 63 of Law 73(I)/2016 or article 76(1)(α) of Law 140(I)/2016, the Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the Tenderer makes use of this facility, then the above tables should also include the data for such third parties (one or more).

FORM 4

DOCUMENTATION OF THE TENDERER'S TECHNICAL AND PROFESSIONAL ABILITY

1. EXPERIENCE OF THE TENDERER

Please complete the table below listing the data of contracts as requested in paragraph 6.4. Part A of the Prequalification Documents and which the entity is currently implementing or has implemented during the last 3 years. The number of such contracts must not exceed 10)

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

2. PERSONNEL OF THE TENDERER

2.1 Table A

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

Personnel employed by the Tenderer under a permanent employment relationship	<Year>		<Year>		<Year>	
	<i>Total</i>	<i>Number of personnel employed having duties related to the subject matter</i>	<i>Total</i>	<i>Number of personnel employed having duties related to the subject matter</i>	<i>Total</i>	<i>Number of personnel employed having duties related to the subject matter</i>
<i>Leader</i>						
<i>Consortium Member 1</i>						
<i>Consortium Member 2</i>						
<i>etc.</i>						
TOTAL						

2.2 Table B

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

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

General Note: Pursuant to the provisions of article 63 of Law 73(I)/2016 or article 76(1)(α) of Law 140(I)/2016, the Tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the Tenderer makes use of this facility, then the above tables should also include the data for such third parties (one or more).

3. KEY EXPERTS OF THE PROJECT TEAM

For documenting the professional experience and qualifications of the Key Experts, as these are specified in paragraph 6.4.3 of Part A of the Tender Documents, please attach to this Form detailed CVs of these persons, in the format of Form 5.

FORM 5
CV

Proposed Position in the Project Team:

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

5. **Education:**

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

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

Language	Reading	Writing	Speaking

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

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

Company / Organisation	Period		Position	Description of Duties*
	From	To		

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

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

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

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

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

FORM 6
DECLARATION REGARDING THE PROTECTION OF EMPLOYEES

To: **Cyprus Energy Regulatory Authority (CERA)**

Subject: ***Consultancy services for establishing guidelines for the development of a hydrogen value chain in the Republic of Cyprus.***

Tender procedure no.: **13/2021**

Closing date for the submission of Tenders:

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

Signature:

Name of signatory:

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

Capacity of signatory

FORM 7
TECHNICAL OFFER

To: **Cyprus Energy Regulatory Authority (CERA)**

Subject: **Consultancy services for establishing guidelines for the development of a hydrogen value chain in the Republic of Cyprus**

Tender procedure no.: 13/2021

Closing date for the submission of tenders:

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

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

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

Signature of Tenderer or
of Tenderer's Representative

Name of signatory

Identity Card / Passport No. of signatory

Capacity of signatory

Details of Tenderer¹

Name of Tenderer

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

Witness (Name, Signature and Address)

.....
.....

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

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

FORM 8

PROJECT TEAM PRESENTATION TABLE

Name and surname	Position in Project Team	Years of experience	Experience in the contract scope	Responsibilities-Duties	Person-days of employment for the execution of the Project

FORM 9
FINANCIAL OFFER

To: Cyprus Energy Regulatory Authority (CERA)

Subject: Consultancy services for establishing guidelines for the development of a hydrogen value chain in the Republic of Cyprus

Tender procedure no.: **13/2021**

Closing date for the submission of tenders:

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

FINANCIAL OFFER ANALYSIS TABLE

	<i>Person-days of employment</i>	<i>Fee for person-day¹ (in EURO)</i>	<i>Total Amount (in EURO)</i>
- Hydrogen Production, Transport, Storage Expert (Key Expert 1/ Project Manager)			
- Power Production Facilities Expert (Key Expert2)			
- Legal Advisor (Key Expert 3)			
Total Financial Offer			

Signature of Tenderer or
of Tenderer's Representative

Name of signatory

Identity Card / Passport No. of signatory

Capacity of signatory

Date

Details of Tenderer²

Name of Tenderer

Witness (Name, Signature and Address)

.....
.....

Note 1: The fee for person-day corresponds to eight (8) working hours fee and includes any other expenses that should be covered, such as administrative costs and/or costs of other team members that the Contractor may desire to include, as indicated in the Tender documents.

Note 2: In the case of a consortium of legal persons, the details for the consortium and the details of each consortium member must be given.

Note 3: All blank fields must be completed by the Tenderer or by the Tenderer's Representative.

FORM 10

TABLE OF EVALUATION CRITERIA

Evaluation Criteria	Weighting factor (%)
CRITERIA GROUP A: Approach and Methodology	50%
Understanding the requirements of the contract scope	50%
<ul style="list-style-type: none"> • Level of understanding of the project environment (40%) 	
<ul style="list-style-type: none"> • Level of understanding of the targets and identifying critical parameters in achieving them (45%) 	
<ul style="list-style-type: none"> • Level of identifying and hierarchy of risks as well as possible ways of dealing with them (15%) 	
Methodologies, support tools and quality assurance	20%
<ul style="list-style-type: none"> • Clarity and evidence of the proposed methodology and tools for the completion of the Project 	
Breakdown of the contract scope into activities and deliverables	10%
<ul style="list-style-type: none"> • Detailed description of the contract activities/ deliverables 	
Contract scope implementation schedule	20%
<ul style="list-style-type: none"> • Feasibility and realism of the timetable in respect to the available resources 	
CRITERIA GROUP B: Project Team	50%
Organisational effectiveness of the Project Team	15%
<ul style="list-style-type: none"> • Effectiveness of the proposed organizational structure (organizational chart, management and communication system) 	
Clarity of the responsibilities and duties of the Project's Team Members in relation to the activities of the contract	15%
<ul style="list-style-type: none"> • Proficiency and clarity in defining the responsibilities and tasks of the proposed project team in relation to the contract requirements, the proposed organization chart and timetable (30%) 	
<ul style="list-style-type: none"> • Cohesion of the proposed project team in relation to the cooperation (temporary or permanent) and the extent of previous collaboration between the members of the Team and the effectiveness of their coexistence in other contracts (30%) 	
<ul style="list-style-type: none"> • Allocation of the necessary resources (person-time / other experts / supporting tools) for the execution of all activities of the contract (40%) 	

Evaluation Criteria	Weighting factor (%)
Additional Qualifications and Professional Experience of the Project Team	70%
Key Expert 1/ Project Manager: <ul style="list-style-type: none"> • Additional working experience (50%) • Additional involvement in more projects, than the projects mentioned as minimum criteria in Part A, Paragraph 6.4 of the Tender Documents (50%) 	60%
Key Expert 2: <ul style="list-style-type: none"> • Additional working experience (50%) • Specific experience in consultancy services projects related to power-to gas-facilities or to the use of a mixture of natural gas and hydrogen in power systems/ turbines (50%) 	30%
Key Expert 3: <ul style="list-style-type: none"> • Additional working experience (50%) • Specific experience in consultancy services projects related to energy projects in the European Union (50%) 	10%
TOTAL	100%

FORM 11

LIST OF CONTRACTOR'S CERTIFICATES

1. Extract from the "judicial record" or, failing that, of an equivalent document issued by a competent judicial or administrative authority of the country where the Contractor is established, showing that the participation requirements of article 6, paragraph 6.2(1)(a) of Part A of the Tender Documents have been met.
2. An original Certificate issued by a competent administrative or judicial authority in accordance with the legal provisions of the country where the Contractor is established, showing that the participation requirements of article 6, paragraph 6.2(1)(c) of Part A of the Tender Documents have been met.
3. An original Certificate issued by a competent authority of the country where the Contractor is established, showing that the participation requirements of article 6, paragraph 6.2(1)(b) of Part A of the Tender Documents have been met.

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

- The Tax Department {(Form no. T.Φ.2004}2018)
 - The Department of Social Insurance Services (for employers, Form Y.K.A. 2-022, and for self-employed persons, Form Y.K.A. 2-023)
4. Solemn Declaration Certifying the Tenderer's personal situation (Form 2).
If the Tenderer relies on the capacities of other entities, then the Solemn Declaration Certifying the personal situation must be submitted for those entities too.
 5. If the Contractor is a Consortium, the above certificates must be submitted by all Consortium members as required in paragraph 6.2(2) of Part A of the Tender Documents.

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

Note:

The documents referred to in paragraphs 1-3 above, could be accepted provided that they meet cumulatively the following:

- Are original or certified copies
- ~~Are issued within three months prior the signing the contract.~~ **Not applicable**

FORM 14

DECLARATION OF OTHER ENTITIES

To

Cyprus Energy Regulatory Authority (CERA)

Subject:

Consultancy Services for establishing guidelines for the development of a hydrogen value chain in the Republic of Cyprus

Competition No. : **13 / 2021**

Deadline for the submission of tenders:

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

Yours sincerely,

Signature of the Entity

Name of Signatory.....

Number of ID/Passport of the signatory

Status of signatory.....

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