

APPENDIX 1: Templates for Forms

- **Form 1: Commitment not to withdraw the Tender.**
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- **Form 3: Economic and Financial Standing.**
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FORM 1

COMMITMENT NOT TO WITHDRAW THE OFFER

Tender No. 01/2022

1. We refer to the offer we have submitted for ***Consultancy Services for Establishing the Wholesale Electricity Market Monitoring procedures the related Hardware & Software Needs and Supervision Services during the implementation process of the agreed procedures***, 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 the Performance Guarantee 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pay the Contracting Authority a compensation amount equal to 5% of our financial offer or part thereof which has been withdrawn.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:

DetailsTenderer¹ :

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 (CERA)

Subject: Consultancy Services for Establishing the Wholesale Electricity Market Monitoring procedures the related Hardware & Software Needs and Supervision Services during the implementation process of the agreed procedures

Tender procedure no.: 01/2022

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)(a) 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>Consortium Member 3</i>						
<i>Consortium Member 4</i>						
<i>Consortium Member 5</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 Project Team members, 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 the Wholesale Electricity Market Monitoring procedures the related Hardware & Software Needs and Supervision Services during the implementation process of the agreed procedures**

Tender procedure no.: **01/2022**

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 the Wholesale Electricity Market Monitoring procedures the related Hardware & Software Needs and Supervision Services during the implementation process of the agreed procedures

Tender procedure no.: 01/2022

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 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

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

FORM 9
FINANCIAL OFFER

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

Subject: **Consultancy Services for Establishing the Wholesale Electricity Market Monitoring procedures the related Hardware & Software Needs and Supervision Services during the implementation process of the agreed procedures**

Tender procedure no.: 01/2022

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 deposit a Performance Guarantee, (if required) for the amount and in the format specified in the Tender Documents, and 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.*

Signature of Tenderer or
of Tenderer's Representative

Name of signatory

Identity Card / Passport No. of signatory

Capacity of signatory

Date

Details of Tenderer¹

Name of Tenderer

Witness (Name, Signature and Address)

.....
.....

Note 1: 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	40%
<ul style="list-style-type: none">• Level of understanding of the project environment (30%)	
<ul style="list-style-type: none">• Level of understanding of the targets and identifying critical parameters in achieving them (40%)	
<ul style="list-style-type: none">• Level of identifying and hierarchy of risks as well as possible ways of dealing with them (30%)	
Methodologies, support tools and quality assurance	40%
<ul style="list-style-type: none">• Clarity of the proposed methodology and tools for the completion of the Project (60%)	
<ul style="list-style-type: none">• Documentation of the methodology and tools to be used (40%)	
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	10%
<ul style="list-style-type: none">• <i>Feasibility and realism of the timetable in respect to the available resources</i>	
CRITERIA GROUP B: Project Team	50%
Organizational 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 experts in relation to the activities of the contract	25%
<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%)	

Evaluation Criteria	Weighting factor (%)
<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%) 	
Additional Qualifications and Professional Experience of the Project Team	60%
<p>Key Expert 1/ Project Manager:</p> <ul style="list-style-type: none"> • Specific experience in Net Pool Electricity Markets Monitoring (30%) • Additional working experience (35%) • Additional involvement in more projects, than the projects mentioned as minimum criteria in Part A, Paragraph 6.4 of the Tender Documents (35%) 	60%
<p>Key Expert 2:</p> <ul style="list-style-type: none"> • Additional working experience (50%) • Specific experience in consultancy services projects related to Electricity Markets Monitoring (50%) 	30%
<p>Key Expert 3:</p> <ul style="list-style-type: none"> • Additional working experience (50%) • Specific experience in consultancy services projects related to Electricity Markets Monitoring (50%) 	10%
TOTAL	100%

Above criteria concern technical criteria and complement term 9.6.1 and Part A.

FORM 11

LIST OF CONTRACTOR'S CERTIFICATES

6. *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.*
7. *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.*
8. *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)*

9. *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.

10. *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 12

PERFORMANCE GUARANTEE

Expiry date -----

To

Cyprus Energy Regulatory Authority (CERA)

(hereinafter referred to as "the Contracting Authority")

Dear Sirs,

Guarantee no -----

Contract no -----

We have been informed that you have entered into a contract with -----
----- (hereinafter referred to as "the Consultant") for **Consultancy Services for Establishing the Wholesale Electricity Market Monitoring procedures the related Hardware & Software Needs and Supervision Services during the implementation process of the agreed procedures** (hereinafter referred to as "the Contract"), with contract amount of € ----- (in words ----- Euro) (hereinafter referred to as "the Contract Amount"), and that the terms of the Contract require the provision of a performance guarantee for an amount equal to **20** percent of the Contract Amount.

At the request of the Consultant, we the undersigned bank/credit institution, waiving all rights of objection and defence under the Contract, hereby, irrevocably and without any reference to and notwithstanding any objection by the Consultant, undertake to pay you without delay (and at the latest within 3 working days) any sum or sums not exceeding in total the amount of € ----- (in words ----- Euro) (hereinafter referred to as "the Guaranteed Amount"), upon receipt by us of your first demand in writing stating that the Consultant has failed or refused to fulfil or has not fulfilled and/or was in breach of any of his obligations under the Contract and that you claim payment under this Guarantee. The Guaranteed Amount will be reduced by each payment made by us as a result of a claim.

2. It is understood that any change, modification, addition or amendment which may be made to the Contract, or any settlement in relation to it, shall not in any way release us from our obligations and liabilities under this guarantee, and we hereby expressly waive our right to consent to or to receive notice, of any such change, modification, addition, amendment or settlement.

3. *This Guarantee shall remain in force up to and including the expiry date mentioned above and any demand from you in respect thereof must be received by us on or before that date (or, if that date is a bank holiday, up to and including the last bank working day before that date). After that date, and provided that no written demand from you has been received by us by then, this Guarantee shall be deemed to be void, whether it has been returned to us or not.*

4. *This Guarantee shall be governed by and construed according to the laws of the Republic of Cyprus and shall fall within the jurisdiction of the courts of the Republic of Cyprus.*

Sincerely,

*[Bank/Credit Institution]
(signature and stamp)*

{ Place stamp
duties here }

Date:

FORM 13

ADVANCE PAYMENT GUARANTEE

Expiry date -----

To

Cyprus Energy Regulatory Authority (CERA)

Dear Sirs,

Guarantee no -----

1. At the request of the applicants -----
----- we are holding at your disposal the
amount below as guarantee for payment by you of an advance of € ----- (in words -----
----- Euro) to the applicants in
accordance with the Conditions of your Agreement with them dated ----- for the
**Consultancy Services for Establishing the Wholesale Electricity Market Monitoring procedures
the related Hardware & Software Needs and Supervision Services during the implementation
process of the agreed procedures**undertaking to pay you the said amount without any reference to
and notwithstanding any objection by the applicants, upon receipt by us of your demand in writing stating
that the applicants have failed to fulfil their obligations under the above mentioned Agreement and that
you claim payment under this Guarantee.

2. An essential condition of this guarantee is that the obligation of the Credit/Bank Institution shall
be reduced by per cent (%) of the amount paid for work carried out (with a copy of the relevant
payment order issued by **Cyprus Energy Regulatory Authority (CERA)** sent to us), and our guarantee
shall remain in force for the amount as reduced from time to time and until it is paid in full upon -----
-----, after which date any obligation of ours under this Guarantee shall cease and this Guarantee shall
be deemed to be void and without any value whatsoever.

3. This Guarantee shall enter into force after receipt by the Bank/Credit Institution on behalf of the
applicant(s) of the above advance amount.

4. It is always understood that the total obligation of the Bank/Credit Institution under this Guarantee
shall be limited to the above amount.

5. *This Guarantee shall remain in force until the above expiry date.*

6. *Any claim under this Guarantee must be submitted to us in writing and promptly, so that it may be in the hands of the Bank/Credit Institution by the above date. After that date, any obligation of ours shall cease and this Guarantee shall be deemed to be null and void whether it has been returned to us for cancellation or not.*

7. *This Guarantee shall be governed by and construed according to the laws of the Republic of Cyprus and shall fall within the jurisdiction of the courts of the Republic of Cyprus.*

Sincerely,

*[Bank/Credit Institution]
(signature and stamp)*

{ Place stamp }
duties here

Date:

FORM 14

DECLARATION OF OTHER ENTITIES

To

Cyprus Energy Regulatory Authority (CERA)

Subject:

Consultancy Services for Establishing the Wholesale Electricity Market Monitoring procedures the related Hardware & Software Needs and Supervision Services during the implementation process of the agreed procedures

Competition No. : **01 / 2022**

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.