



Cyprus Energy Regulatory Authority (CERA)

Framework Agreement for the provision of services for the harmonization of the legislative framework and provision of regulatory (financial, legal, technical) support for the development of cross-border electrical interconnection in the Republic of Cyprus

ESTIMATED VALUE: Four Hundred Thousand (€400,000) Euros exclusive of VAT

Tender procedure No.: 14/2023

Nicosia, Cyprus, December 2023

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PART A: INSTRUCTIONS TO ECONOMIC OPERATORS

1. DEFINITIONS

1. The following terms shall have the meanings ascribed to them below:

AWARD DECISION

A) The decision issued by the Competent Body of the Contracting Authority, by which the Framework Agreement is concluded with the Tenderer that will be selected,

or/and

B) The decision issued by the Competent Body of the Contracting Authority, by which each Call-off Arrangement is concluded with the Contractor,

in accordance with the terms and procedures described in the Tender Documents.

CALL-OFF ARRANGEMENT

The service contract, which is concluded between the Contracting Authority and the Contractor for the processing of each service request in accordance with the procedures described in the Framework Agreement and the requirements/terms that will be mentioned in each individual Work Order.

The Call-off Arrangement shall constitute as single and inseparable parts:

- a. the Call-off Arrangement,
- b. each individual Work Order,
- c. the Framework Agreement (Special Terms),
- d. the Tender Documents,
- e. the Offer, each relevant Individual Offer and any relevant correspondence between the Contracting Authority and the Contractor.

CLARIFICATION

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

COMPETENT AUTHORITY

The Competent Authority is the Treasury of the Republic of Cyprus.

COMPETENT BODY

A body established by virtue of the Regulations which, within the powers granted to it, undertakes and handles matters concerning public procurement.

CONTRACT SCOPE (FRAMEWORK AGREEMENT SCOPE)

The provision of services for the harmonization of the legislative framework and provision of regulatory (financial, legal, technical) support for the development of cross-border electrical interconnection in the Republic of Cyprus.

CONTRACTING AUTHORITY

The Cyprus Energy Regulatory Authority (CERA), located in Nicosia at 20, Ayias Paraskevis street, 2002, Strovolos Nicosia, which is the only one entitled to submit a Request for the provision of Services under the terms of the Framework Agreement.

CONTRACTOR

The Tenderer to be selected to enter into a Contract with the Contracting Authority, in accordance with the manner, terms and procedure described in the Tender Documents.

ECONOMIC OPERATOR

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

ENERGY INFRASTRUCTURE PROJECT

One or several lines, pipelines, facilities, equipment or installations falling under the following categories:

(1) concerning electricity:

(a) high and extra-high voltage overhead transmission lines, crossing a border or within a State territory including the exclusive economic zone, if they have been designed for a voltage of 220 kV or more, and underground and submarine transmission cables, if they have been designed for a voltage of 150 kV or more. For States and small isolated systems with a lower voltage overall transmission system, those voltage thresholds are equal to the highest voltage level in their respective electricity systems;

(b) any equipment or installation falling under the category referred to in point (a) enabling transmission of offshore renewable electricity from the offshore generation sites (energy infrastructure for offshore renewable electricity);

(c) energy storage facilities, in individual or aggregated form, used for storing energy on a permanent or temporary basis in above-ground or underground infrastructure or geological sites, provided they are directly connected to high-voltage transmission lines and distribution lines designed for a voltage of 110 kV or more. For States and small isolated systems with a lower voltage overall transmission system, those voltage thresholds are equal to the highest voltage level in their respective electricity systems;

(d) any equipment or installation essential for the systems referred to in points (a), (b) and (c) to operate safely, securely and efficiently, including protection, monitoring and control systems at all voltage levels and substations;

(e) smart electricity grids: any equipment or installation, digital systems and components integrating information and communication technologies (ICT), through operational digital platforms, control systems and sensor technologies both at transmission and medium and high voltage distribution level, aiming to ensure a more efficient and intelligent electricity transmission and distribution network, increased capacity to integrate new forms of generation, energy storage and consumption and facilitating new business models and

market structures, including investments in islands and island systems to decrease energy isolation, to support innovative and other solutions involving at least two States, and to contribute significantly to the sustainability of the island energy system ;

(f) any equipment or installation falling under energy infrastructure category referred to in point (a) having dual functionality: interconnection and offshore grid connection system from the offshore renewable generation sites to two or more States, including the onshore prolongation of this equipment up to the first substation in the onshore transmission system, as well as any offshore adjacent equipment or installation essential to operate safely, securely and efficiently, including protection, monitoring and control systems, and necessary substations if they also ensure technology interoperability, inter alia, interface compatibility between various technologies (offshore grids for renewable energy);

(g) any equipment or installation, both at transmission and medium voltage distribution level, aiming at two-way digital communication, real-time or close to real-time, interactive and intelligent monitoring and management of electricity generation, transmission, distribution and consumption within an electricity network in view of developing a network efficiently integrating the behaviour and actions of all users connected to it — generators, consumers and those that do both — in order to ensure an economically efficient, sustainable electricity system with low losses and high quality and security of supply and safety;

(h) concerning in particular electricity highways; any physical equipment designed to allow transport of electricity on the high and extra-high voltage level, in view of connecting large amounts of electricity generation or storage located in one or States with large-scale electricity consumption in one or several other States.

(2) concerning smart gas grids: any of the following equipment or installation aiming to enable and facilitate the integration of a plurality of low-carbon and particularly renewable gases, including biomethane or hydrogen, into the gas network: digital systems and components integrating ICT, control systems and sensor technologies to enable the interactive and intelligent monitoring, metering, quality control and management of gas production, transmission, distribution, storage and consumption within a gas network. Furthermore, such projects may also include equipment to enable reverse flows from the distribution to the transmission level, including the related physical upgrades if indispensable to the functioning of the equipment and installations for integration of low-carbon and particularly renewable gases;

(3) concerning hydrogen:

(a) pipelines for the transport, mainly at high pressure, of hydrogen, including repurposed natural gas infrastructure, giving access to multiple network users on a transparent and non-discriminatory basis;

(b) storage facilities connected to the high-pressure hydrogen pipelines referred to in point (a);

(c) reception, storage and regasification or decompression facilities for liquefied hydrogen or hydrogen embedded in other chemical substances with the objective of injecting the hydrogen, where applicable, into the grid;

(d) any equipment or installation essential for the hydrogen system to operate safely, securely and efficiently or to enable bi-directional capacity, including compressor stations;

Any of the assets listed in points (a) to (d) may be newly constructed or repurposed from natural gas to hydrogen, or a combination of the two;

(4) concerning electrolyser facilities:

(a) electrolysers that:

(i) have at least 50 MW capacity, provided by a single electrolyser or by a set of electrolysers that form a single, coordinated project;

(ii) the production complies with the life cycle greenhouse gas emissions savings requirement of 70 % relative to a fossil fuel comparator of 94 g CO₂eq/MJ as set out in Article 25(2) and Annex V to Directive (EU) 2018/2001. Life cycle greenhouse gas emissions savings are calculated using the methodology referred to in Article 28(5) of Directive (EU) 2018/2001 or, alternatively, using ISO 14067 or ISO 14064-1. The life-cycle greenhouse gas emissions must include indirect emissions. Quantified life-cycle greenhouse gas emission savings are verified in line with Article 30 of Directive (EU) 2018/2001 where applicable, or by an independent third party; and

(iii) have a network-related function, particularly with a view to overall system flexibility and overall system efficiency of electricity and hydrogen networks;

(b) related equipment, including pipeline connection to the network;

(5) concerning carbon dioxide:

(a) dedicated pipelines, other than upstream pipeline network, used to transport carbon dioxide from more than one source, for the purpose of permanent geological storage of carbon dioxide pursuant to Directive 2009/31/EC;

(b) fixed facilities for liquefaction, buffer storage and converters of carbon dioxide in view of its further transportation through pipelines and in dedicated modes of transport such as ship, barge, truck, and train;

(c) without prejudice to any prohibition of geological storage of carbon dioxide in a State, surface and injection facilities associated with infrastructure within a geological formation that is used, in accordance with Directive 2009/31/EC, for the permanent geological storage of carbon dioxide, where they do not involve the use of carbon dioxide for the enhanced recovery of hydrocarbons and are necessary to allow the cross-border transport and storage of carbon dioxide;

(d) any equipment or installation essential for the system in question to operate properly, securely and efficiently, including protection, monitoring and control systems.

(6) concerning gas:

(a) transmission pipelines for the transport of natural gas and bio gas that form part of a network which mainly contains high-pressure pipelines, excluding high-pressure pipelines used for upstream or local distribution of natural gas;

(b) underground storage facilities connected to the above-mentioned high-pressure gas pipelines;

(c) reception, storage and regasification or decompression facilities for liquefied natural gas (LNG) or compressed natural gas (CNG);

(d) any equipment or installation essential for the system to operate safely, securely and efficiently or to enable bi- directional capacity, including compressor stations;

(7) concerning oil:

(a) pipelines used to transport crude oil;

(b) pumping stations and storage facilities necessary for the operation of crude oil pipelines;

(c) any equipment or installation essential for the system in question to operate properly, securely and efficiently, including protection, monitoring and control systems and reverse-flow devices;

ESTIMATED VALUE

The potential cost of the Contract, estimated by the Contracting Authority, as the maximum possible expenditure for the implementation of the Contract Scope, exclusive of VAT, including any form of options and any renewals of the contract.

FRAMEWORK AGREEMENT / CONTRACT

The signed Framework Agreement entered into by the Contracting Authority and the Contractor for the performance of the Framework Agreement Scope, together with all attachments thereto and all documents incorporated therein:

a. The Framework Agreement and the Annexes.

b. The Tender Documents and any correspondence in relation thereto between the Contracting Authority and the Contractor.

FRAMEWORK AGREEMENT / CONTRACT SCOPE

The provision of services for the harmonization of the legislative framework and provision of regulatory (financial, legal, technical) support for the development of cross-border electrical interconnection in the Republic of Cyprus.

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.

INDIVIDUAL OFFER

The financial proposal for the implementation of the Scope of the Call-off Arrangement, drawn up and submitted by the Contractor in accordance with the manner and conditions described in the Tender Documents and in each individual Work Order.

INTERESTED ECONOMIC OPERATOR

Any economic operator associated with the tender in the System.

REGULATIONS

The (Organisations governed by Public Law and Village Authorities) Regulations of 2012 (RAA 242/2012) on the Coordination of procedures of Public Works, Supplies and Services Contracts, including any amendments thereto.

REPRESENTATIVE

The person representing the Tenderer.

SERVICES

The activities that the Contractor will perform, in accordance with the Object of the Call-off Arrangements, which will arise within the context of the Framework Agreement.

SYSTEM

The electronic platform for public procurement (eProcurement) at the website address **www.eprocurement.gov.cy**.

TENDER

The technical and financial proposal for implementation of the Contract Scope of the Framework Agreement, drawn up and submitted by the Tenderer, in accordance with the manner and conditions described in the Tender Documents.

TENDER DOCUMENTS

The documents and any corrective documents issued for the conduct of the tender.

TENDERER

Any Economic Operator that has submitted a tender.

WORK ORDER

The request from the Contracting Authority for the provision of Services by the Contractor in accordance with the procedures described in the Framework Agreement.

2. Any other terms used in the present Part A shall have the meanings ascribed to them by the Law, the Regulations or any other part of the Tender Documents.
3. The headings, article titles, subtitles and table of contents are used for convenience and shall not be taken into consideration in the interpretation of the Tender Documents.

2. KEY DETAILS OF THE TENDER PROCEDURE

Par.	ITEM	
2.1	Tender No.	14/2023
2.2	Contract Scope	<i>The scope of the Framework Agreement, is the provision of services for the harmonization of the legislative framework and provision of regulatory (financial, legal, technical) support for the development of cross-border electrical interconnection in the Republic of Cyprus., falling under category 71323100-9, 71314000-2, 71314200-4, 79100000-5, 79110000-8, 79111000-5, 66171000-9, 71336000-2, 71300000-1, of the CPV classification</i>
2.3	Estimated Value	Maximum amount of four hundred thousand (€400,000) euro exclusive of VAT.

Par.	ITEM	
		<p>This amount corresponds to two hundred-thousand euro (€200,000), exclusive of VAT, for the first two (2) years and two hundred-thousand euro (€200,000), exclusive of VAT for the next two (2) years, in case of renewal.</p> <p>In case the amount of two hundred-thousand euro (€200,000), exclusive of VAT, is not covered in the first two (2) years, there is an option upon approval from the Contracting Authority for the remaining amount to be transferred to the next two (2) years in case of renewal.</p> <p>It is noted that the Contract will be awarded upon approval of CERA's Budget for 2024 by the Parliament.</p>
2.4	Financing	Financed by the Contracting Authority .
2.5	Tender procedure	Open tender procedure for the award of a service contract.
2.6	Award Criterion	Most economically advantageous tender based on the best price-quality ratio.
2.7	Contracting Authority	Cyprus Energy Regulatory Authority (CERA)
2.8	Competent Official	<p>Ms. Maria-Eleni Delenta</p> <p>Energy Engineer A' – Head of International Affairs and Energy Policy Department</p> <p>Cyprus Energy Regulatory Authority</p> <p>Tel: +357 22666363</p> <p>Fax: +357 22667763</p> <p>Email: regulator.cy@cera.org.cy</p>
2.9	Period of time during which the Tender Documents may be received	Until the deadline of the submission of tenders.
2.10	Method and Place for collection of the Tender Documents	Free of charge, via the Cyprus e-Procurement System at www.eprocurement.gov.cy under the relevant functionality at the workspace of the specific competition.
2.11	Deadline for the Submission of Comments / Questions / Recommendations	<ul style="list-style-type: none"> By 15/01/2024 at 15:00

Par.	I T E M	
	Dispatch of answers by the Contracting Authority	<ul style="list-style-type: none"> • By 29/01/2024 at 15:00
2.12	Deadline for the Submission of Tenders	By 19/02/2024 at 15:00
2.13	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 competition.</i>
2.14	Commitment not to Withdraw the Offer	<i>Applied. Ten thousand euro (€10,000).</i>
2.15	Period of Validity of Tenders	Four (4) months from the deadline of submission of Tenders
2.16	Language in which Tenders must be drawn up	<i>English or Greek</i>
2.17	Currency of Tenders	<i>Euro</i>
2.18	Estimated date for the presentation / demonstration of samples (if applicable)	<i>Not applicable</i>
2.19	Estimated date of notification of tender procedure results	Four (4) months , from the deadline of the submission of tenders
2.20	Estimated date of contract signature	Four (4) months , from the deadline of the submission of tenders
2.21	Location where the Services will be provided	<i>At the Contractor's premises</i>
2.22	Duration of Contract Execution	Two (2) years from the date of commencement of the implementation of the Framework Agreement Scope with the option of renewal for another two (2) years .
2.23	Factor for conversion to current prices	<i>Not applicable</i>

3. LEGAL FRAMEWORK

3.1 *Applicable Legislation*

The Tender procedure shall be conducted in accordance with the relevant Laws and Regulations of the Republic of Cyprus on the award of public contracts, as amended and in force, and in particular in accordance with:

- a. The Coordination of Procedures on the Public Procurement and on Related Matters Law of 2016, published in the Official Gazette of the Republic of Cyprus on 28 April 2016 (Law 73(I)/2016).
- b. The (Organisations governed by Public Law and Village Authorities) Regulations on the Coordination of procedures of Public Works, Supplies and Services Contracts, published in the Official Gazette of the Republic of Cyprus on 06 July 2012 (RAA 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 (RAA 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 (RAA 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 Framework Agreement 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 Framework Agreement Scope or the quality of the supplies, do not substantially limit the rights of the Contracting Authority or the obligations of the Contractor, and do not impair the principle of equal treatment of Tenderers.
4. Tenders which the Competent Body judges to be vague and impossible to evaluate or contain terms which are contrary to the contents of the Tender Documents and/or conditional terms, shall be designated as inadmissible and shall be rejected.

5. Any attempt by or on behalf of a Tenderer to influence in any way whatsoever the judgement of the Contracting Authority or of the Competent Body in the discharge of their duties in connection with the tender procedure or its outcome, shall result in the rejection of its Tender.
6. Tenderers who have obtained or taken in their possession, without legal authority and at their own initiative, information or documents of a secret nature in connection to the tender procedure, shall be excluded from participation.

3.3 Protection of economic operators

1. Every interested economic operator who has or had an interest in being awarded the Framework Agreement 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 on 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 allowed only for the purposes of preparation of their Tenders.

4.2 Contents of the Tender Documents

1. The Tender Documents comprise the following:
 - a. The Contract Notice.
 - b. The present Part A “Instructions to Economic Operators”,
 - c. Part B “Framework 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 ‘Personal 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:** Tenderer's Economic and Financial Standing
 - **Form 4:** Tenderer's 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
 - **Form 11:** List of Contractor's Certificates
 - ~~**Form 12:** Performance Guarantee (English and Greek)~~
 - **Form 13:** Advance Payment Guarantee (English and Greek)
 - **Form 14:** Declaration of Other Entities
 - **Form 15:** Declaration of Conflict of Interest
 - **Form 16:** Declaration of Cooperation
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 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).
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, 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/Amendments by the Contracting Authority

1. The Contracting Authority may make additions, corrections or modifications of a small scale to the terms of the Tender Documents, which should be published via the e-Procurement

System (www.eprocurement.gov.cy), in order to be made available to all interested economic operators within the deadline specified in paragraph 2.11.

5.2 Submission of questions in writing by the interested economic operators

1. Any clarification questions, recommendations, comments and/or remarks regarding the terms of the Tender Documents shall be submitted by interested economic operators within the deadline specified in paragraph 2.11. The requests for clarifications must be submitted via the relevant functionality of the e-Procurement System, accessible from the workspace of the competition.
2. As long as clarification requests, recommendations, comments and/or remarks are requested in accordance with the above, the Contracting Authority publishes on the e-Procurement System supplementary documents and/or clarifications deemed necessary within the deadline specified in paragraph 2.11, whilst a relevant notification will be dispatched automatically to all Economic Operators associated with the competition.
3. Under any circumstances, interested economic operators cannot invoke verbal responses/answers/explanations given by any public servant. The Contracting Authority is not bound by any verbal responses/answers/explanations.

6. ELIGIBILITY AND REQUIREMENTS FOR PARTICIPATION

6.1 Eligibility for participation

1. Eligible for participation in the present tender procedure are natural or legal persons (governed by public or private law) or consortia of natural and/or legal persons lawfully established in Cyprus or in any other Member State of the European Union (EU) or of the European Economic Area (EEA) or in third countries who have signed and ratified the International Government Procurement Agreement (GPA) or have signed and ratified association agreements or bilateral agreement with the EU or with the Republic of Cyprus.
2. Consortia of natural and/or legal persons may submit a joint Tender on the following conditions:
 - a. That the participation rate of each person is stated in the Tender.
 - b. That all persons participating in the Consortium fulfil the requirement of establishment specified in paragraph 6.1.1 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. Every natural or legal person may participate in the tender procedure either individually or in one consortium only.
6. The same requirements for the lawfully establishment as described in paragraph 6.1.1 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), as well as corruption as defined in the Republic of Cyprus or the national law of the Economic Operator,
- 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, or it can demonstrate by any appropriate means by the Contracting Authority.
- c. They must not be bankrupt or the subject of insolvency or winding-up proceedings, their assets must not be 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 73(I)/2016, 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 73(I)/2016, 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 Authority 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 73(I)/2016.
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 Tender should include a personal declaration by the Tenderer, stating that there are not any conflicting interests that prevent the smooth, unaffected and professional conduct and execution of the tasks asked to perform in accordance with the Framework Agreement Scope. In any case, the Contracting Authority retains the absolute discretion to judge whether the uninterrupted, unaffected and professional execution of the tasks requested to be performed by the Tenderer, in accordance with the Framework Agreement Scope, is ensured. (Form 15.)
 4. The same requirements must be met by the entities whose capacities the Tenderer is invoking, within the meaning of paragraph 6.3 and 6.4.
 5. Where corrective actions have been taken by the Tenderer in relation to any events / situations which may be considered as one of the above-mentioned grounds for exclusion, such action shall be declared by the tenderer within their tender. The Contracting Authority will examine the statements made by the Tenderer and, if judged to be unsatisfactory, before any rejection of the tender and in order to reach its final decision, it will request its views in writing.

6.3 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 (2022, 2021, 2020) must be at least equal to **two hundred thousand euro (€200.000)**.
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 Authority that they shall have at their 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 in a related field of any of the Key Experts by the interested economic operator, on average during the last three (3) years, (2023, 2022, 2021) should not be less than **five (5)**.
2. They must, during the period beginning from 2018 onwards have completed successfully at least **two (2) contracts**, with a contract value amounting to at least **€100.000** euro each and having as their scope the provision of consulting services in energy projects, with a minimum participation rate of **50%**. The subject of the two (2) contracts to be submitted should relate to the provision of services related to the Framework Agreement Scope.

The term “completed” shall mean that implementation of the respective contract is 100% complete. They must include in the proposed Project Team which will be responsible for the implementation of the Framework Agreement Scope, as Key Experts, personnel whose qualifications cover the minimum required as listed below:

Key Expert 1: Contractor’s Project Leader

- Bachelor’s and/or Postgraduate degree in any field of engineering science.
- Professional Proficiency of the English Language (Considered as fulfilled via previous projects executed in the English Language and/or from holding a degree (Bachelor’s and/or postgraduate degree) from a University whereby the language of instruction is English)
- Minimum five (5) years of consulting experience in engineering and/or financial fields.
- Previous experience in a leading role in contracts greater than €200,000 each, for the assessment of/or provision of technical support, to at least two (2) cross-border electrical infrastructure projects.

Only one person should be nominated as Key Expert 1.

Key Expert 2 – Legal Expert

- Bachelor’s and/or Postgraduate degree in law.

- Professional Proficiency of the English Language (Considered as fulfilled via previous projects executed in the English Language and/or from holding a degree (Bachelor's and/or postgraduate degree) from a University whereby the language of instruction is English)
- Minimum three (3) years of consulting experience in the energy sector.
- Previous experience in contract greater than €100,000 for the assessment of/or provision of support, to at least one (1) energy infrastructure project.

Only one person should be nominated as Key Expert 2.

Key Expert 3 – Financial Expert

- Bachelor's and/or Postgraduate degree in Economics, Finance, Accounting, Mathematics, Econometrics, Business Administration and/or any recognized professional qualification in the fields of accounting, economics and/or finance.
- Professional Proficiency of the English Language (Considered as fulfilled via previous projects executed in the English Language and/or from holding a degree (Bachelor's and/or postgraduate degree) from a University whereby the language of instruction is English)
- Minimum three (3) years of consulting experience.
- Previous experience in contract greater than €100,000, for the assessment of/or provision of support, to at least one (1) energy infrastructure project.

Only one person should be nominated as Key Expert 3.

Each Key Expert should provide a personal declaration, stating that there are not any conflicting interests that prevent the smooth, unaffected and professional conduct and execution of the tasks asked to perform in accordance with the Framework Agreement Scope. In any case, the Contracting Authority retains the absolute discretion to judge whether the uninterrupted, unaffected and professional execution of the tasks requested to be performed by the Tenderer, in accordance with the Framework Agreement Scope, is ensured. (Form 15)

The additional qualifications of the Key Experts for this Framework Agreement that will be considered appropriate and for which an additional score will be given, are described in the Evaluation Criteria Table listed in the Appendix of the Tender Documents (Form 10).

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 Framework Agreement Scope.

The cost of any supporting personnel must be considered when defining the financial offer (to be included in the man-day billing rates of key experts).

3. 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.
4. 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 order for the above requirements to be met. In such a case, they must be able to prove to the Contracting Authority that it shall have at its disposal the resources necessary. (Form 14)

6.5 Commitment not to withdraw the Tender

1. In the eventuality that the Tenderer:
 - a. After the expiry of the deadline for the submission of Tenders, withdraws their 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 themselves for signing the Framework Agreement:
 - (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 Framework Agreement.

They may be subject to the following penalties:

- a. Declaration in default and deprivation of all of their rights to the Award of the Framework Agreement,
 - b. The penalties provided by the Law and the Regulations regarding participation in future tender procedures for the award of a public contract.
2. Furthermore, the Tenderer undertakes the obligation to pay, by way of indemnification, an amount equal to **ten thousand euro (€10,000)**.
 3. The Commitment not to Withdraw the Tender must be in the format of Form 1.

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 2.15 above. Tenders specifying a shorter period of validity than the 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 request to the participants, as to whether they accept the extension for a specific period of time. The participants must reply within the period specified by the Contracting Authority. If Tenderers refuse to extend the validity of their Tenders, such Tenders shall be rejected as inadmissible. The written request shall be sent by electronic communication to the email address that the Tenderers connected to the e-procurement platform to obtain the Tender Documents.

7.4 Variants

Variants for all or part of the Framework Agreement Scope shall not be admitted to the tender procedure.

7.5 Submission of Tenders for part of the Contract Scope

Only Tenders for the entire Framework Agreement Scope as these are described in Annex II of the Tender Documents, are allowed in the tender procedure.

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 2.12.
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 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. Forfeiture of the Commitment not to withdraw the Tender in favour of the Contracting Authority, as defined in paragraph 6.5 of Part A of the Tender Documents, and
 - c. The penalties provided for by the Law and the Regulations regarding participation in future tender procedures leading to the award of a public contract.

8.2 Format of Tenders 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 2.16.
2. The Tender contains three (3) sections with all the information pertaining to the Tender, as follows:
 - A. "Eligibility Criteria" section,
 - B "Technical Offer" section,
 - C. "Financial Offer" section,

If the data volume of a Tender is too large 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 the electronic tender can be accessed through the <Help> section in the eProcurement system.

The Economic Operators may contact the e-procurement support team at the telephone numbers mentioned in the Guide, for assistance on electronic tender submission procedures, 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.

Submission of the offer is the sole responsibility of the tenderer who should take all necessary measures so that not only to start but also complete the submission of the offer within the above time limits.

8.3 Contents of Sections

8.3.1 “Eligibility Criteria” Section

1. The Commitment not to withdraw the Tender (Form 1).
2. For the certification of the Tenderer's personal situation, the Solemn Declaration Certifying the Tenderer's Personal Situation (Form 2).
3. 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 natural and/or legal persons, the above supporting documents should be submitted for each legal person participating in the consortium. A Cooperation Agreement, signed by all participants in the consortium, should also be submitted, stating:
 - (i) The intention of each participant to participate in the consortium,
 - (ii) The participation rate of each member in the consortium,
 - (iii) The consortium member to act as the leader of the consortium, and
 - (iv) The person appointed as Representative of the consortium.
4. For certifying the Economic and Financial Standing of the Tenderer, Form 3 should be submitted 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.
5. For certifying the technical and professional ability of the Tenderer, the following should be submitted:

- 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 as per the requirements of section 6.4.
 - 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 key experts in accordance with Form 5.
6. If the Project Team includes key experts or other experts 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 (Form 16).
 7. 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 8.3.1.4 and 8.3.1.5 above should also include the information/documents concerning these entities, depending on the resources made available. In addition, the supporting document of item 8.3.1.2.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 per Form 16 is not required.

8. 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).

9. Declaration of conflict of interest for the entities and of every key expert (Form 15).

8.3.2 “Technical Offer” Section

1. The “Technical Offer” Form (Form 7).
2. The Technical Offer shall contain the following:

Section A: Approach and Methodology

- a. **Understanding the requirements of the Framework Agreement Scope**

Detailed description of the way in which the Tenderer intends to approach the implementation of the Framework Agreement Scope, from which it should be established that the Tenderer understands:

- The requirements of the Framework Agreement, 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 Framework Agreement Scope and ways of mitigating them. It is understood that reference to such risks or assumptions shall not make such risks and assumptions a part of the Framework Agreement and shall not change the rights and obligations of the parties as these derive from the Framework Agreement.

b. Methodologies, support tools and quality assurance

- Detailed description of the methodology that the Tenderer intends to adopt for implementing the Framework Agreement Scope, with emphasis on quality assurance procedures, existing know-how and the tools to be used for the provision of the requested services.

Section B: Project Team

- a. A detailed description of the organisational structure of the Project Team and of the roles/duties of its members. If the Project Team includes key experts 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.
- b. Presentation of the Project Team in Form 8.
- c. CVs of the Key Experts and other experts participating in the Project Team, using Form 5.
- 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. (*Form 16*).

8.3.3 “Financial Offer” Section

1. The “Financial Offer” (Form 9), which includes the man-day rate of the Key Experts for the execution of the Work Orders under the Framework Agreement.
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, 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 2.17. 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 is not clearly indicated in 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 described in Regulations mentioned in paragraph 3.1(e).
2. The sub-folders “Eligibility Criteria” and “Technical Part” are initially 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” section, 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 Criteria*

1. After the opening of the “Eligibility Criteria” and “Technical Offer” Sections, 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, the Technical Offer shall not

be evaluated and the Financial Offer is not opened. Such Tenders shall be rejected by the Contracting Authority, through its Competent Body.

9.3 Evaluation of Technical Offers

1. The Competent Body shall proceed with the evaluation of the Technical Offers submitted in order to establish their completeness and determine whether or not they meet the requirements and specifications of the Framework Agreement Scope, and shall enter in the Evaluation Report, any Offers which it deems should be rejected, detailing for each one of them the exact grounds for rejection.
2. Technical offers are evaluated in accordance with the criteria set in the relevant Table (Form 10).
3. The mark given to each individual criterion is set to a maximum of 100 points.
4. The mark of each individual criterion shall be weighted using the weighting factor for that particular criterion and rounded to 2 decimal digits.
5. By adding the weighted mark of every individual criterion within each group of criteria, the total mark of that group is obtained.
6. The final technical evaluation mark (T) is the sum of the marks of the section's criteria.
7. The final Technical Offer marks will be entered in a special form by the Competent Body, with adequate justification of the mark.
8. 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 the Financial Offer section.

9.4 Evaluation of Financial Offers

1. The Competent Body shall verify the contents of the Financial Offer, to determine the degree to which they meet the requirements of the Tender Documents.
2. If the verification procedure establishes that there are Tenders which do not satisfy the relevant terms and conditions as required by the Tender Documents, then the Contracting Authority, through its Competent Body, shall reject these Tenders.
3. Where the Competent Body considers a Financial Offer to be abnormally low, the Competent Body must request in writing the Tenderer to supply, within ten (10) days of being requested to do so, those clarifications about the composition of its Offer which the Competent Body may deem advisable, as per the provisions of article 69 of Law 73(I)/2016. The Competent Body shall examine the clarifications and shall decide whether to accept them or reject the Offer.
4. For the Evaluation of the Financial Offers, the relative cost C of each Tender is calculated as follows:

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

Where:

- Financial Offer under Evaluation: the total amount (summation of the man-day rate of the three Key Experts as per Form 9) for which the Tenderer intends to implement the Contract,
and,
- Financial Offer of Lowest Bidder: the total price of the Tender (summation of the man-day rate of the three Key Experts as per Form 9) 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/Entities 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:

$$L = T * 0.60 + C * 0.40$$

where:

T = the Technical Offer evaluation mark, and

C = the relative cost of the Financial Offer.

2. The Tender with the highest mark L shall be considered to be the most advantageous Tender based on best price-quality ratio.
3. In cases where the marks of two or more Tenders are the same, these Tenders are ranked in decreasing order of their Technical Offer mark.

10. CONCLUSION OF THE TENDER PROCEDURE

10.1 Award of Contract

1. 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, which notifies them in writing, to the Tenderers.
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 Framework Agreement, is obliged within a period of **seven (7) calendar days** of receipt of the relevant invitation of the Contracting Authority, to sign the relevant Framework Agreement (Part B of the Tender Documents). If the aforementioned deadline expires and the Tenderer has not presented himself to sign the Framework Agreement, then the Tenderer shall be subject to the penalties referred 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 best Tender, 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 producing 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 Framework Agreement,

- c. In the case of a consortium of persons, a final Cooperation Agreement determining the participation rate of each member in the consortium, the legal representative of the consortium and the consortium member to act as the leader of the consortium. It is understood that this information cannot be different from that defined in the cooperation agreement of paragraph 8.3.1.
4. The stamp duties of the Agreement to be signed shall be fully borne by the Contractor in accordance with the relevant laws of the Republic of Cyprus.

~~10.5 Performance Guarantee - NOT APPLICABLE~~