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**GAME FUND**

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**Tender procedure No. :**  
**No. 13.25.006.01.06**

**Contract Title:**  
**TENDER FOR PARTRIDGE AND HARE FEED**

CYPRUS, 17 April 2012

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# **PART A: INSTRUCTIONS TO ECONOMIC OPERATORS**

## **1. DEFINITIONS**

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

### **AGREEMENT**

Part B of the Tender Documents, as completed based on the Contractor's Tender after the Contract has been awarded and signed by both parties.

### **AWARD DECISION**

The decision issued by the Competent Body, whereby the Contract is awarded to the selected Tenderer.

### **BUDGET**

The likely cost as estimated by the Contracting Authority for implementation of the Contract Scope, exclusive of VAT.

### **COMPETENT AUTHORITY**

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

### **COMPETENT BODY**

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

### **CONTRACT**

The public supply contract between the Contracting Authority and the Contractor, which is concluded after announcement of the Award Decision and which comprises the following integral parts:

- a. The Agreement
- b. Annexes I and II of the Tender Documents.
- c. The Tender and any correspondence in relation thereto between the Contracting Authority and the Contractor.

### **CONTRACTING AUTHORITY**

The **Game Fund Service**, located in **Cyprus, Ministry of the Interior, 1453 – Nicosia**.

### **CONTRACTOR**

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

### **CONTRACT SCOPE**

The supply of **(a) Pellet food for Chukar Partridge for 1-day-old to 16 weeks old, (b) Pellet food for Chukar Partridges laying eggs and (c) Pellet food for European Hare age 1 to 4 months old**, as identified in detail in the Tender Documents.

## **INTERESTED ECONOMIC OPERATOR**

Any natural or legal person or any Consortium of natural or legal persons that has obtained the Tender Documents.

## **LAW**

The Coordination of Procedures for the Award of Public Works Contracts, Public Supply Contracts and Public Service Contracts and for Related Matters Law of 2006 (Law 12(I)/2006), as amended in each case.

## **REGULATIONS**

**The Regulations on the Award of Public Contracts (Supplies, Works and Services) (Organisations governed by Public Law and Village Authorities), published in the Official Gazette of the Republic of Cyprus on 30 April 2004 (KDP492/2007).**

## **REPRESENTATIVE**

The person representing the Tenderer, in the circumstances and manner provided for in the Tender Documents.

## **TENDER**

The technical and financial proposal for implementation of the Contract Scope, drawn up and submitted by the Tenderer in the manner and under the terms described in the Tender Documents.

## **TENDER DOCUMENTS**

The documents comprising the Contract Notice, Part A (Instructions to Economic Operators), Part B (Agreement and Special Conditions of Contract), Annex I (General Conditions of Contract), Annex II (Terms of Reference – Technical Specifications), the attached Appendix with Templates for Financial Guarantees, Declarations etc. which, according to the provisions of the relevant clauses in the Tender Documents are required to be submitted by the Tenderers, as well as any addendums thereto.

## **TENDERER**

Any Economic Operator, natural or legal person or consortium of natural or legal persons, which participates in the tender procedure by submitting a Tender for the purpose of entering into a Contract with the Contracting Authority.

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

## 2. KEY DETAILS OF THE TENDER PROCEDURE

<b>Par.</b>	<b>ITEM</b>	
<b>2.1</b>	<b>Tender procedure No.</b>	<b>13.25.006.01.06</b>
<b>2.2</b>	<b>Contract Scope</b>	(a) Pellet food for Chukar Partridge for 1-day-old to 16 weeks old, (b) Pellet food for Chukar Partridges laying eggs and (c) Pellet food for European Hare age 1 to 4 months old.
<b>2.3</b>	<b>Contract Budget</b>	a) <i>One hundred sixty thousand euro (160.000) until 31 December 2012.</i> b) <i>Thirty thousand euro (30.000) for two months extension in the case that an extension of the contract is necessary.</i>
<b>2.4</b>	<b>Financing</b>	<b><i>Game Fund Budget</i></b>
<b>2.5</b>	<b>Tender procedure</b>	Open tender procedure for the award of a supply contract.
<b>2.6</b>	<b>Award Criterion</b>	<b>Exclusively the lowest price.</b>
<b>2.7</b>	<b>Contracting Authority</b>	<b><i>Game Fund</i></b>
<b>2.8</b>	<b>Competent Official</b>	<b><i>HEAD OF GAME FUND MINISTRY OF THE INTERIOR 1453 – NICOSIA, CYPRUS TEL. NO.: 00357 22867786 FAX NO.: 00357 22867780 E-MAIL: <a href="mailto:wildlife.thira@cytanet.com.cy">wildlife.thira@cytanet.com.cy</a></i></b>
<b>2.9</b>	<b>Period of time during which the Tender Documents may be requested</b>	Until 2 <sup>nd</sup> of May 2012 for printed form
<b>2.10</b>	<b>Place from which the Tender Documents may be obtained</b>	(A) <b>MINISTRY OF THE INTERIOR HEAD OF THE GAME FUND OFFICE 1453 – NICOSIA, CYPRUS (in printed form)</b>  (B) <b><a href="http://www.eprocurement.gov.cy">www.eprocurement.gov.cy</a> (in electronic form)</b>



<b>Par.</b>	<b>ITEM</b>	
<b>2.11</b>	<b>Method for Collection of the Tender Documents</b>	<ul style="list-style-type: none"> <li>Under the responsibility of Economic Operators, either in person or by representatives or using the services of a private courier company.</li> <li>From <a href="http://www.eprocurement.gov.cy">www.eprocurement.gov.cy</a></li> </ul>
<b>2.12</b>	<b>Selling Price of the Tender Documents</b>	<i>Not applicable</i>
<b>2.13</b>	<b>Deadline for the Submission of Comments / Questions / Recommendations</b>	<ul style="list-style-type: none"> <li>By <b>Friday, 27 April 2012</b></li> </ul>
	<b>Dispatch of answers by the Contracting Authority</b>	<ul style="list-style-type: none"> <li><b>1 May 2012</b></li> </ul>
<b>2.14</b>	<b>Amount of Tender Guarantee</b>	<i>Not applicable</i>
<b>2.15</b>	<b>Period of Validity of Tenders</b>	<b>60 days</b>
<b>2.16</b>	<b>Period of Validity of Tender Guarantee</b>	<i>Not applicable</i>
<b>2.17</b>	<b>Language in which Tenders must be drawn up</b>	<b>English</b>
<b>2.18</b>	<b>Currency of Tenders</b>	<b>Euro</b>
<b>2.19</b>	<b>Place of Submission of Tenders</b>	<b>MINISTRY OF THE INTERIOR</b> <b>1453 – NICOSIA, CYPRUS</b> <b>TENTER BOX IN FRONT OF THE HEAD OF THE GAME FUND SERVICE</b>
<b>2.20</b>	<b>Deadline for the Submission of Tenders</b>	by <b>09:00</b> hours of <b>3 May 2012</b>
<b>2.21</b>	<b>Estimated date for the presentation / demonstration of samples (if applicable)</b>	<i>Not applicable</i>
<b>2.22</b>	<b>Estimated date of notification of tender procedure results</b>	<b>7 May 2012</b>
<b>2.23</b>	<b>Estimated date of contract signature</b>	<b>11 May 2012</b>

<b>Par.</b>	<b>ITEM</b>	
<b>2.24</b>	<b>Place of delivery of the Supplies</b>	<b>Port of Limassol, Cyprus</b>
<b>2.25</b>	<b>Duration of Contract Execution</b>	<p><b>a) 8 months (expired day 31/12/2012)</b> from the date of commencement of the implementation of the Contract Scope, and</p> <p><b>b) 2 months extension in the case that an extension of the contract is necessary.</b></p>
<b>2.26</b>	<b>Factor for conversion to current prices</b>	<b>Not applicable</b>

### **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 for the Award of Public Works Contracts, Public Supply Contracts and Public Service Contracts and on Related Matters Law of 2006, published in the Official Gazette of the Republic of Cyprus on 17 February 2006 (Law 12(I)/2006).
- b. The General Regulations on the Award of Public Supply Contracts, Public Works Contracts and Public Service Contracts published in the Official Gazette of the Republic of Cyprus on 4 May 2007 (KDP 201/2007).
- c. The Regulations on the Execution of Public Supply Contracts, Public Works Contracts and Public Service Contracts published in the Official Gazette of the Republic of Cyprus on 5 March 2004 (KDP 115/2004).
- d. The Regulations on the Award of Public Contracts (Supplies, Works and Services) for the Tenders Review Authority, published in the Official Gazette of the Republic of Cyprus on 3 October 2003 (KDP 745/2003).
- e. Part IV – Tenders Review Authority of the Award of Public Contracts (Supplies, Works and Services) Law of 2003 (Law 101(I)/2003), published in the Official Gazette of the Republic of Cyprus on 25 July 2003.

Interested economic operators may access the above-mentioned legislation documents by visiting the Website [www.treasury.gov.cy](http://www.treasury.gov.cy).

#### **3.2 General principles**

1. Participation in the tender procedure is open to all interested economic operators meeting the legal, financial, technical or other requirements provided for in the Tender Documents.

2. By submitting their Tenders, Tenderers are assumed to be familiar with all relevant laws and Regulations of the Republic of Cyprus which affect, either directly or indirectly, the tender procedure and the implementation of the Contract Scope.
3. The Competent Body shall deem admissible the Tenders which comply with all terms, conditions and specifications of the Tender Documents, while it also may, in its absolute judgement and at its sole discretion, deem admissible Tenders exhibiting minor deviations. Minor deviations shall be taken to mean deviations which do not affect the extent of the Contract Scope or the quality of 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 Contract and who has sustained or is likely to sustain a loss as a result of an act or decision of the Contracting Authority which violates any provision of the legislation in force and precedes the signature of the Contract, shall have the right, within a deadline of five (5) days from the time of becoming aware in any manner whatsoever of such act or decision, notify in writing the Contracting Authority, with simultaneous notification to the Competent Authority, of the alleged violation and of its intention to file a hierarchical recourse to the Tenders Review Authority.
2. The Contracting Authority has the right to proceed with the examination of the allegations of the economic operator and to issue a reasoned decision within five (5) days of receipt of the above mentioned notification. In the event that no action is taken within the aforesaid period, the rejection of the allegations of the economic operator is justified. The hierarchical recourse shall be filed within ten (10) days from the date on which the decision issued by the Competent Body in accordance with the present paragraph came to the knowledge of the economic operator or from the expiration of the time limit of five (5) days referred to above.
3. To file a hierarchical recourse to the Tenders Review Authority, the applicant must pay a non-refundable fee which is deposited into the General Government Account. More details are given in the Website of the Tenders Review Authority ([www.tra.gov.cy](http://www.tra.gov.cy)).

4. Regarding the manner and procedure for filing hierarchical recourses, the manner in which these are examined and the procedure for the issue of the relevant rulings, the provisions of the articles of Part IV – Tenders Review Authority of the Award of Public Contracts (Supplies, Works and Services) Law of 2003 (Law 101(I)/2003) shall apply.

## **4. DETAILS OF TENDER DOCUMENTS**

### **4.1 Ownership and use of the Tender Documents**

1. All information contained in the Tender Documents and all rights thereon are the property of the Contracting Authority.
2. Use of the Tender Documents by the interested economic operators is allowed only for the purposes of preparation of their Tenders.

### **4.2 Contents of the Tender Documents**

1. The Tender Documents comprise the following:
  - a. The Contract Notice.
  - b. The present Part A (Instructions to Economic Operators), containing articles 1 to 10 and the individual paragraphs thereof.
  - c. Part B (Agreement and Special Conditions of Contract), containing articles 1 to 12 and the individual paragraphs thereof.
  - d. Annex I (General Conditions of Contract), containing articles 1 to 32 and the individual paragraphs thereof.
  - e. Annex II (Terms of Reference – Technical Specifications), containing sections 1 to 4 and the individual paragraphs thereof.
  - f. The attached Appendix containing Templates for Guarantees, Declarations, Tables and other forms which, pursuant to the individual terms of the Tender Documents, must be submitted by the Tenderers and, more specifically, containing the following:
    - **Form 1:** Template for the Technical Offer Submission Form, in accordance with Part A, paragraph 8.2 , item 4.A.ii.
    - **Form 2:** Tender Guarantee Template, in accordance with Part A, paragraph 8.3.1.1, item (1). **NOT APPLICABLE**
    - **Form 3:** Solemn Declaration Certifying the Tenderer's Personal Situation, in accordance with Part A, paragraph 8.3.1.1, item (3).
    - **Form 4:** Documentation of Tenderer's Economic and Financial Standing, in accordance with Part A, paragraph 8.3.1.1, item (4).
    - **Form 5:** Documentation of Tenderer's Technical and Professional Ability, in accordance with Part A, paragraph 8.3.1.1, items (5.b) and (5.c).

- **Form 6:** CV Template, in accordance with Part A, paragraph 8.3.1.1, item (5.e). **NOT APPLICABLE**
  - **Form 7:** Certification regarding the Protection of Employees, in accordance with Part A, paragraph 8.3.1.1, item (9).
  - **Form 8:** Tenderer's technical response and compliance table, in accordance with Part A, paragraph 8.3.1.2, item (1). **NOT APPLICABLE**
  - **Form 9:** Table of manufacturer details, in accordance with Part A, paragraph 8.3.1.2, item (3). **NOT APPLICABLE**
  - **Form 10:** Template for the Project Team Presentation Table, in accordance with Part A, paragraph 8.3.1.2, item (7). **NOT APPLICABLE**
  - **Form 11:** Financial Offer Template, in accordance with Part A, paragraph 8.3.2, item (1).
  - **Form 12:** Table of Evaluation Criteria, in accordance with Part A, paragraph 9.3, item (2). **NOT APPLICABLE**
  - **Form 13:** List of Contractor's Certificates, in accordance with Part A, paragraph 10.4, item (4.a). **NOT APPLICABLE**
  - **Form 14:** Performance Guarantee Template, in accordance with Part A, paragraph 10.5, item (5). **NOT APPLICABLE**
  - **Form 15:** Advance Payment Guarantee Template, in accordance with Part B, paragraph 6.2(a). **NOT APPLICABLE**
  - **Form 16:** Good Operation Guarantee Template, in accordance with Annex I, paragraph 6.1. **NOT APPLICABLE**
  - **Form 17:** Contractor's Bank Account Notification Form, in accordance with Annex I, paragraph 24.1.
  - **Form 18:** Template for the Declaration of other Entities.
2. If the recipients of the Tender Documents find that the copies received are incomplete, as compared against the table of contents of the preceding paragraph, they are entitled to request a new full set of copies from the Contracting Authority. Hierarchical recourses filed against the legality of the tender procedure on the grounds of non-completeness of the received copies shall be rejected as inadmissible.

#### **4.3 Receipt of Tender Documents**

1. The economic operators who collect the Tender Documents from the place stated in paragraph 2.10 shall be requested to enter their data (such as business name, address, telephone number, fax number, electronic mail address) in a relevant form, so that the Contracting Authority may have available a complete list of all economic operators who have collected the Tender Documents, in order to be able to send them any additional documents or clarifications thereon.

## **5. PROVISION OF CLARIFICATIONS ON THE TENDER DOCUMENTS**

### **5.1 Clarifications by the Contracting Authority**

1. The Contracting Authority may make additions, corrections or modifications of a small scale to the terms of the Tender Documents, which it is obliged to send, by post or facsimile or electronic mail, to all interested economic operators within the deadline specified in paragraph 2.13.

### **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 2.13 by post, facsimile or electronic mail (to the postal address **Ministry of the Interior 1453 – Nicosia, Cyprus** - facsimile number **00357 22867780** - electronic mail address **wildlife.thira@cytanet.com.cy**).
2. As long as any clarification requests, recommendations, comments and/or remarks are requested in accordance with the above, the Contracting Authority is obliged to notify all interested economic operators of its relevant decisions, by way of supplementary documents to be sent by mail, facsimile or electronic mail within the deadline specified in paragraph 2.13.

## **6. ELIGIBILITY AND REQUIREMENTS FOR PARTICIPATION**

### **6.1 Eligibility for participation**

1. Eligible for participation in the present tender procedure are natural or legal persons (governed by public or private law) or consortia of natural and/or legal persons lawfully established in Cyprus or in any other Member State of the European Union (EU) or of the European Economic Area (EEA) or in third countries who have signed and ratified the International Government Procurement Agreement (GPA) or have signed and ratified association agreements or bilateral agreement with the EU or with the Republic of Cyprus.
2. Consortia of natural and/or legal persons may submit a joint Tender on the following conditions:
  - a. That the participation rate of each person is stated in the Tender.
  - b. That all persons participating in the Consortium fulfil the requirement of lawful establishment in Cyprus or in any other Member State of the European Union (EU) or of the European Economic Area (EEA) or in third countries who have signed and ratified the International Government Procurement Agreement (GPA) or have signed and ratified association agreements or bilateral agreement with the EU or with the Republic of Cyprus.
3. Consortia are not obliged to take a specific legal form in order to submit their Tenders. If the selected Contractor is a consortium, then such consortium shall not be obliged to take a specific legal form before the Contract is signed.

4. Every natural or legal person may participate in the tender procedure either individually or in one consortium only.
5. To implement the Contract Scope, the Tenderer may use subcontractors, whom it is obliged to name in its Technical Offer, also mentioning the part of the Contract Scope that they shall undertake, in accordance with the provisions of paragraph 8.3.1.2. It is understood that in the event the Tenderer intends to subcontract to third parties any share of the contract, the Tenderer, in preparing his Tender, has been informed on whether the same subcontractor participates in more than one (1) Tender of the same competition under any capacity.

## **6.2 Requirements for participation**

### **6.2.1 Personal situation of the Tenderer**

1. To participate in the tender procedure, interested economic operators must meet the following requirements concerning their personal situation:
  - a. They must not have been convicted by final judgement for participation in a criminal organisation (as defined in Article 2(1) of Council Joint Action 98/733/JHA), corruption (as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA, respectively), fraud (within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities) or money laundering (as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering, as amended by Directive 2001/97/EC of the European Parliament and of the Council).
  - b. They must not be bankrupt or in the process of being wound up, have their affairs administered by the court, have entered into an arrangement with creditors, have suspended business activities or be in any analogous situation arising from a similar procedure under national laws and regulations.
  - c. They must not be the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations.
  - d. They must not have been convicted by a judgment which has the force of *res judicata* of any offence concerning their professional conduct.
  - e. They must not have been found guilty of grave professional misconduct proven by any means which the Contracting Authority can demonstrate.
  - f. They must have fulfilled their obligations relating to the payment of social security contributions and their obligations relating to the payment of taxes and duties as at the closing date for the submission of Tenders, in accordance with the legal provisions of the Republic of Cyprus or with those of the country where they are established.
  - g. They must not have been found guilty of serious misrepresentation in supplying the information required above and have not failed to supply such information.

2. It is understood that if the interested economic operator is a consortium of persons, the above requirements must be met by all consortium members.
3. The same requirements must be met by the entities whose capacities the Tenderer is invoking, within the meaning of paragraph 6.2.2 item (5), and paragraph 6.2.3 item (6).

### **6.2.2 Economic and financial standing**

To participate in the tender procedure, interested economic operators must meet the following requirements concerning their economic and financial standing:

1. Their average annual turnover for the last three (3) financial years must be at least equal to **200%** of the annual Contract Budget.
2. Interested economic operators must during the last three (3) years have been active and financially robust business units, in accordance with their audited financial statements and with the auditors' reports accompanying these. More specifically:
  - Their average annual operating results for the last three (3) years must be positive.
3. It is understood that if the interested economic operator is a consortium of persons, it is sufficient for the above requirements to be met cumulatively by the consortium members.
4. Pursuant to the provisions of article 53(2) of Law 12(1)/2006, an interested economic operator may rely on the capacities of other entities, regardless of the legal nature of the links it has with them. In such a case, it must be able to prove to the Contracting Authority that it shall have at its disposal the resources necessary.

### **6.2.3 Technical and professional ability**

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

1. The number of natural persons permanently employed by the interested economic operator, on average during the last three (3) years, should not be less than **ten (10)**.
2. They must possess, and be able to document adequately, know-how and experience in the implementation of contracts similar to the contract being put out to tender and, more specifically, they must be able to document their know-how, reliability, effectiveness and experience in the delivery of similar products.
3. They must, during the last three (3) years, have completed successfully at least **2** contracts, with a budgeted cost amounting to at least **100%** of the Contract Budget and having as their scope the supply of **game feed** products, with a minimum participation rate of **40%**. The term "completed" shall mean that implementation of the respective contract is at least 80% complete. **Also they must have at least 3 years experience in the production of Chukar Partridge feeds and European Hare feeds.**
4. They must include in the proposed Project Team personnel whose qualifications shall cover the minimum required ones for the Contractor's personnel, as these are described in Section 4 of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS of the Tender Documents. **Not Applicable.**



5. It is understood that if the interested economic operator is a consortium of persons, it is enough for the above requirements to be met cumulatively by the consortium members.
6. Interested economic operators should be certified in accordance with the CYS EN ISO 9000 series of Cyprus standards, or hold some other equivalent certification issued by Organisations established in Member States of the European Union, or other proof of the existence of equivalent quality assurance measures.
7. Pursuant to the provisions of article 54(3) of Law 12(I)/2006, an interested economic operator may rely on the capacities of other entities, regardless of the legal nature of the links it has with them. In such a case, it must be able to prove to the Contracting Authority that it shall have at its disposal the resources necessary.

#### **6.2.4 Tender Guarantee. Not Applicable.**

## **7. DETAILS OF TENDERS**

### **7.1 Ownership**

The Contracting Authority shall have ownership of all the Tenders submitted in the present tender procedure and the Tenderers are not entitled to the return of their Tenders by the Contracting Authority.

### **7.2 Confidentiality**

1. The Contracting Authority shall take into account the legitimate interests of the Tenderers concerning the protection of secrecy which applies to technical or trade aspects of their businesses.
2. Tenderers may specify in their technical offers the information which they consider to be confidential and which cannot be disclosed to third parties, stating the reasons for considering such information to be confidential.

### **7.3 Period of validity**

1. The period of validity of the Tenders is the period stated in paragraph 2.15 above.
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 question to the participants, five (5) days at the latest prior to the expiry of the validity of the Tenders, as to whether they accept the extension for a specific period of time. The participants must reply within two (2) days and if they refuse to extend the validity of their Tenders, such Tenders shall be rejected as inadmissible.

### **7.4 Variants**

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

## **7.5 Submission of Tenders for part of the Contract Scope**

Tenders for a part of the Contract Scope shall not be admitted.

## **8. FORMAT AND SUBMISSION OF TENDERS**

### **8.1 Time and place of submission**

1. Interested economic operators must submit their Tenders no later than the deadline for the submission of Tenders specified in paragraph 2.20.
2. Tenders should be submitted at the place specified in paragraph 2.19 or be sent to the Contracting Authority by registered post to be received by the Contracting Authority on or before the date specified for the submission of Tenders. The responsibility for timely reception of Tenders rests with the interested economic operators. In the latter case, the outer envelope or package of the Tender should be marked as follows: "To Registry: Not to be opened – please place this envelope in the Tender Box".
3. Tenders which were submitted after the specified date and time or which, although posted within the specified time limit, did not arrive at the Contracting Authority within the specified time limit, shall not be taken into consideration and shall be considered to be late.
4. Tenderers may modify or withdraw their Tenders by written notice, to be submitted to the Contracting Authority before the closing date for the submission of Tenders. In such cases, the outer envelope or package should, in addition to the indications provided for in the next paragraph, also be labelled "MODIFICATION OF TENDER" or "WITHDRAWAL OF TENDER", as the case may be.
5. With the exception of the provisions of paragraph 9.5, no clarification, modification or rejection by the Tenderers of a term or item of the Tenders shall be allowed after the closing date for the submission of Tenders.
6. Tenderers do not have the right to withdraw their Tenders or any part thereof after the closing date for the submission of Tenders. If a Tender or any part thereof is withdrawn after this date, the Tenderer shall be subject to penalties and in particular to:
  - a. Declaration of the Tenderer in default and deprivation of all of its rights to the Award of the Contract,
  - b. Forfeiture of the Tender Guarantee in favour of the Contracting Authority, without further formality or legal action, and
  - c. The penalties provided for by the Law and the Regulations regarding participation in future tender procedures leading to the award of a public contract.

### **8.2 Format of Tenders**

1. Tenders must be drawn up in the manner, order, numbering and format determined in the Tender Documents, must be submitted within a single sealed envelope or package, and

must be written in the language specified in paragraph 2.17. Manuals, if any, accompanying the Technical Offer may be submitted in the English language.

2. The outer envelope or package of each Tender must be clearly marked with the following:
  - The word “**TENDER**” in block capitals.
  - The full title of the Contracting Authority.
  - The reference number of the tender procedure.
  - The title of the tender procedure.
  - The closing date for the submission of Tenders.
  - The data of the sender.
3. Tenders must not bear any irregular corrections (erasures, deletions, additions etc.). If there are corrections, additions etc., these should be initialled by the Tenderer or its Representative.
4. The single Tender envelope contains all the information pertaining to the Tender, as follows:
  - A. “Participation Credentials and Technical Offer”, contains four (4) copies of the following:
    - i. The legalisation documents and all other necessary supporting documents for participation in the tender procedure, as specified in paragraph 8.3.1.1 below.
    - ii. The Technical Offer Submission Form, fully and correctly completed in accordance with the Template (Form 1) given in the attached Appendix to the Tender Documents.
    - iii. The Technical Offer of the Tenderer, as specified in article 8.3.1.2 below (and also supplied on a digital medium allowing copying of its contents).
  - B. “Financial Offer”, containing four copies of the Tenderer’s Financial Offer, as specified in article 8.3.2 below (and also supplied on a digital medium allowing copying of its contents).

One of the copies shall be labelled “ORIGINAL” and shall prevail over the other copies in the event of discrepancies between them.

Every page of the ORIGINAL copies contained must be initialled by the Tenderer or its Representative. In the case of bound documents, then it is allowed to only initial the first page and the last page.

If the technical data of the Tender, due to its large volume, cannot be placed in the main envelope, then they may be packaged separately and be submitted together with the main envelope, bearing the label “ANNEX TO THE TECHNICAL TENDER” and any other marks of the main envelope.

5. If any abbreviations are used anywhere in the Tender to denote technical or other concepts, then the Tenderer must provide their explanations in an accompanying table.

6. Any other format used to draw up the Tenders shall not be acceptable and such Tenders shall be rejected as inadmissible.

### **8.3 Contents.**

The “PARTICIPATION CREDENTIALS AND TECHNICAL OFFER” contains the Participation Credentials and the Technical Offer.

#### **8.3.1 Participation Credentials**

The Participation Credentials are the legalisation documents which establish the right of the interested economic operator to submit a Tender pursuant to article 6 above, and comprise in particular the following:

1. The Tender Guarantee of paragraph 6.2.4 which, if a bank guarantee, must be in the format of the relevant Template contained in the attached Appendix to the Tender Documents (Form 2). **Not Applicable.**
2. For certifying the eligibility for participation in accordance with paragraph 6.1, one of the following:
  - (a) If the Tenderer is a legal person, proof of its establishment.
  - (b) If the Tenderer is a consortium of natural and/or legal persons, the above supporting documents should be submitted for each legal person participating in the consortium. A Cooperation Agreement, signed by all participants in the consortium, should also be submitted, stating:
    - (i) The intention of each participant to participate in the consortium,
    - (ii) The participation rate of each member in the consortium,
    - (iii) The consortium member to act as the leader of the consortium, and
    - (iv) The person appointed as Representative of the consortium.
3. For certifying the personal situation of the Tenderer in accordance with paragraph 6.2.1, the Solemn Declaration Certifying the Tenderer’s Personal Situation, a template for which is contained in the Appendix to the Tender Documents (Form 3), duly completed and signed.
4. For certifying the Economic and Financial Standing of the Tenderer in accordance with paragraph 6.2.2, the relevant Table, a template for which is contained in the Appendix to the Tender Document (Form 4), duly completed and accompanied by copies or extracts of the audited financial statements for the last three (3) financial years, where the Tenderer is obliged to publish audited financial statements (where the publication of audited financial statements is required under the company laws of the country where the Tenderer is established) or a Statement of the respective required financial data of the Tenderer where the Tenderer is not obliged to publish audited financial statements.
5. For certifying the technical and professional ability of the Tenderer in accordance with paragraph 6.2.3, the following:

- (a) A statement providing general information about the following characteristics of the Tenderer as a minimum:
- Business structure
  - Activity areas
  - Products marketed and services provided
  - Facilities and equipment
- (b) A list of the personnel employed by the Tenderer under a permanent employment relationship, showing that the participation requirement specified in paragraph 6.2.3 item (1) is met, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 5).
- (c) A list of a maximum of ten (10) contracts, showing that the participation requirements specified in items (2) and (3) of paragraph 6.2.3 are met, which should be in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 5).
- (d) Information documenting the successful implementation of the contracts of paragraph 6.2.3 item (3), as follows:
- If the Employer is a Public Entity, a relevant certificate issued by the competent Public Authority or an acceptance certificate.
  - If the Employer is a private entity, a certificate from that private entity or, failing this, a simple declaration by the Tenderer in which the data of the contact person at the entity where the contract was executed must be given.
- (e) Detailed CVs of the personnel to be included in the Project Team, as specified in Section 4 of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS of the Tender Documents, in a standardised format, using the template contained in the Appendix to the Tender Documents (Form 6). **Not Applicable**
- (f) Certificate(s) issued by official Institutes or official quality audit services, confirming the suitability of the offered products, by way of references to particular specifications or standards.
6. If the Project Team personnel proposed for meeting the requirements in personnel, as these are specified in Section 4 of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS of the Tender Documents, is 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. **Not Applicable**
7. ~~If the Tenderer intends to use subcontractors for implementation of part of the Contract to be awarded, declarations of the subcontractors, whereby they shall guarantee to the Contracting Authority that, should the Tenderer be awarded the contract, they shall implement the part of the Contract Scope allocated to them as per the Tender.~~

**[NOT APPLICABLE]**

8. If the Tenderer relies on the capacities of other entities within the meaning of paragraph 6.2.2 item (5) and/or paragraph 6.2.3 item (7), submission of the following supporting documents is required:
  - Declarations by these entities, whereby they shall guarantee to the Contracting Authority that, should the Tenderer be appointed Contractor, they shall place at its disposal the necessary resources as appropriate (Form 18).
  - The declaration of paragraph 8.3.1.1 item (3).

It is understood that in such a case, the supporting documents of paragraph 8.3.1.1 items (4) and (5) should also include the documents concerning these entities, depending on the resources made available. In the event that the Tenderer relies on the capacities of other entities and the Project Team includes key experts that are in the permanent employment of these other entities, then the submission of the declarations by these experts as requested by paragraph 8.3.1.1.6 above is not required.

9. Certification regarding the protection of employees, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 7).

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](http://www.mlsi.gov.cy/dli)).

10. Tenderers must submit the originals of the supporting documents required or photocopies thereof with the exception of the Tender Guarantee of which the original must be submitted.
11. The Contracting Authority may request Tenderers to clarify the supporting documents submitted or supply any information missing from them, with the exception of the Tender Guarantee. Tenderers 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. Information submitted after the specified deadline for submission of Tenders which should have accompanied the Tender, is not to be considered as clarification or supplement and therefore it is not allowed.

### **8.3.2 Technical Offer**

The Technical Offer shall comprise a detailed presentation of the offered technical solution, in terms of products and of their technical characteristics, as well as in terms of the other individual requirements of the Contracting Authority, as these are specific in ANNEX II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS. In particular, the Technical Offer shall contain the following:

1. Presentation of the offered products, through the completion of the Tenderer's technical response and compliance Table, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 8).

2. Manufacturers' product lists and technical brochures, which shall be submitted as originals or true copies thereof and shall contain all offered products.
3. If the products are manufactured in their entirety or in part by manufacturers (one or more) other than the Tenderer:
  - A table with the details of these manufacturers, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 9). **Not Applicable**
  - Declarations by these manufacturers, whereby they shall guarantee to the Contracting Authority that, if the Tenderer is appointed Contractor, they shall make available / manufacture the products, or authorisations of the manufacturers from which it should be established that the Tenderer has the right to market the available products in the market of Cyprus. **Not Applicable**
4. In the event that a product offered is manufactured in a non-EU country, a declaration stating the EU Member State market(s) where the offered product is available, and also stating that the Tenderer shall present, if requested to do so by the Contracting Authority, evidence establishing that the import and distribution of the product in the EU Member States is allowed without restrictions, together with a list of customers or other evidence of the sales of the said product, issued either by the Tenderer or by the manufacturer.
5. A detailed schedule of the individual deliveries of the products under the Contract Scope, which shall be in agreement with the specific provisions of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS.
6. A declaration by the Tenderer regarding the subcontractors that the Tenderer intends to use, and about the exact part of the Contract Scope that these shall implement.
7. Description of the Project Team which shall undertake transport, placement, installation *<or, if required, user training and maintenance>* for the products, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 9). **Not Applicable**

### 8.3.3 “Financial Offer”

1. The “FINANCIAL OFFER” shall contain, duly completed, the Financial Offer Form, in the format of the relevant Template contained in the Appendix to the Tender Documents (Form 11).
2. In every case of a product for which entry of a price in the Financial Offer Form has been omitted, it shall be deemed that the corresponding price is included in the other prices of the Form and the Contractor shall not be entitled to seek remuneration for these products.
3. In the case of an accounting discrepancy between the unit rate and the total price, the unit rate shall prevail.
4. The rates and the total price of the offer shall be denominated in the currency specified in paragraph 2.18. Prices shall be quoted exclusive of VAT.

5. In completing the Financial Offer Form, the Tenderer must take into account the deductions, if any, made under the law, and all other expenses required for meeting its obligations, as well as its expenses and profit.
6. The prices offered must be inclusive of the duties and taxes payable, and of the contributions, if any, levied under European Union laws on imported products. The prices offered shall be deemed final and shall not be affected by any variations of the aforementioned taxes, duties and/or contributions.
7. Submission of the Financial Offer in any other way whatsoever will result in its rejection.
8. If the price offered does not result clearly from the Financial Offer, the Tender shall be rejected as inadmissible.

## **9. CONDUCT OF THE TENDER PROCEDURE**

### ***9.1 Opening of Tenders***

1. Opening of the Tenders submitted, or sent and received, within the specified time limit, shall be carried out by authorised persons, as soon as possible after expiry of the deadline for the submission of Tenders specified in paragraph 2.20, in the manner provided for in the Regulation.
2. The authorised persons shall number the Tenders and shall enter them in a special form.
3. The Competent Body shall open the envelopes.
4. Evaluation of participation criteria's.
5. Assessment and evaluation of Technical Offers is carried out for the Tenders that have not been rejected in the stage of verification of the participation credentials.
6. "FINANCIAL OFFER" shall take place for the Tenders that have not been rejected in the technical evaluation stage.

### ***9.2 Verification of eligibility and requirements for participation***

1. During evaluating the "PARTICIPATION CREDENTIALS AND TECHNICAL OFFER", the Competent Body shall first verify the correctness and completeness of the submitted supporting documents, as well as the fulfilment of the requirements for participation, as per the specific provisions of Article 6 and paragraph 8.3.1.1, and shall enter the results of this verification in a special form.
2. If the verification procedure establishes that there are Tenders which do not meet the requirements for participation as required by the Tender Documents, then the Contracting Authority, through its Competent Body, shall reject these Tenders.
3. As regards the Tenders which, as a result of the verification of the eligibility and requirements for participation, have not been found to be admissible, their Technical Offers shall not be evaluated, their Financial Offer Sub-envelopes shall not be opened, and their Tender Guarantees shall be returned by the Contracting Authority to the Tenderers after signature of the Contract.



### **9.3 Evaluation of Technical Offers**

1. As regards the Tenders that have been found to be admissible in the stage of verification of the participation credentials, the Competent Body shall proceed to assess their Technical Offers in order to establish their completeness, as per the provisions of paragraph 8.3.1.2, and determine whether or not they meet the requirements and specifications of the Contract Scope, as described in detail in Annex II of the Tender Documents, also taking into account the provision of paragraph 3.2 item (3), and shall enter in a special form any Offers which it deems should be rejected, detailing for each one of them the exact grounds for rejection.
2. After the conclusion of the above stage, the Competent Body shall proceed to evaluate the admitted Tenders, in accordance with the criteria.
3. The final Technical Offer marks will be entered in a special form by the Competent Body, with adequate justification.

### **9.4 Evaluation of Financial Offers**

1. For the purposes of the financial evaluation, the Competent Body shall verify the contents of the Financial Offers, to determine the degree to which they meet the requirements of the Tender Documents and more particularly the terms of paragraph 8.3.2.
2. If the verification procedure establishes that there are Tenders which do not satisfy the relevant terms and conditions as required by the Tender Documents, then the Contracting Authority, through its Competent Body, shall reject these Tenders.
3. Where the prices of the Financial Offer are expressed in foreign currency these shall be converted, for the purposes of evaluation and price comparisons, to Euro, using the Foreign to Euro exchange rate (sale price), as given by the Central Bank on the closing date for the submission of Tenders. When the closing date for the submission of Tenders is a bank holiday, then the exchange rate of the working day which immediately precedes the closing date shall be used.
4. Where it is found that the price policy applied involves sale prices which are below the manufacturing cost of the product or the acquisition price of the product for trading (price dumping), or if export subsidy is received for the product offered, the Contracting Authority must, prior to rejecting the Offer, request the Tenderer to provide in writing, within a period of ten (10) days of being requested to do so, any relevant clarifications. The Competent Body shall examine the clarifications and shall decide to accept them or reject the Offer. Tenderers must be familiar with the above-mentioned measures in the country of origin of the product or of the manufacturer.
5. Tenderers, manufacturers or agents of products from countries that have not adhered to the protocols of the Multilateral Agreements under the General Agreement on Tariffs and Trade (GATT) or do not operate within the framework of an integrated Customs Union with the EU must, if requested during the evaluation, state that their offered product is not subject to the application of sale prices below cost (price dumping) or to export subsidy.

6. Evaluation of the Financial Offers shall take place on the basis of current prices, using the factor specified in paragraph 2.26 to convert all future payments, if any, to current prices. Marking of the Financial Offers of Tenderers shall be made on the basis of the revised Financial Offer amounts, as these shall be obtained after the above conversion.
7. Where the Competent Body considers a Financial Offer to be abnormally low, then, before rejecting it, 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 61 of Law 12(I)/2006. The Competent Body shall examine the clarifications and shall decide whether to accept them or reject the Offer.

### **9.5 Clarifications on the Tenders**

1. After submission and opening of the Tenders and until Awarding of the Contract, no clarification, modification or rejection of a term of the Tender Documents or of the Tender shall be admitted.
2. However, the Contracting Authority may, if the Competent Body finds it necessary, request a Tenderer to provide clarifications regarding the contents of its Tender, throughout the evaluation procedure described in the present article. In such a case, the provision of clarifications is mandatory for the Tenderer and is not considered to be a counter-offer.
3. Clarifications of this type shall be delivered to the Contracting Authority in writing, within a reasonable period of time which it shall set on a case-by-case basis, such period not being less than **five (5)** working days.
4. From the clarifications supplied by Tenderers in accordance with the above, only those concerning the issues for which they were requested shall be taken into account.

### **9.6 Conclusion of the Evaluation. Not Applicable.**

## **10. CONCLUSION OF THE TENDER PROCEDURE**

### **10.1 Award of Contract**

The Contract is awarded to the Tenderer whose Tender is found, after the conclusion of the evaluation procedure, to be the Tender with the lowest price.

In the case of equivalent Tenders with the same –lowest– price, selection of the Contractor by the Contracting Authority shall take place by draw.

### **10.2 Notification of the results of the tender procedure**

1. The Contracting Authority shall inform the candidate Contractor of the Award Decision.
2. The Contracting Authority shall inform by letter all Tenderers, in the event that the tender procedure is cancelled. In all other cases the Contracting Authority shall notify the unsuccessful Tenderers of the decision taken and of the reasons for it.
3. The Contracting Authority shall notify to every disqualified Tenderer who submits a relevant application, within a deadline of fifteen (15) days of receipt of such application, the

reasons for which its Tender was rejected and, where the Tenderer has submitted an admissible Tender, the key features and advantages of the selected Tender, as well as the name of the contractor, with due observance of the provisions of the Law.

### **10.3 Cancellation of the tender procedure**

1. The tender procedure may be cancelled before the specified deadline for the submission of Tenders for specific and justified reasons, by decision of the Contracting Authority.
2. Cancellation of the tender procedure after expiry of the deadline for the submission of Tenders may be decided where one or more of the following conditions apply:
  - a. When no Tender has been submitted within the specified deadline,
  - b. When the terms of the Tender Documents contain terms or technical specifications and it is established that these can not be met by any of the Tenderers or that these specifications lead exclusively to a specific economic operator,
  - c. When the prices of all Tenders meeting the terms and the technical requirements of the Tender Documents are unrealistic or appear to be the product of collusion between the Tenderers, resulting in the circumvention of healthy competition,
  - d. When the circumstances under which the tender procedure was announced have changed to such an extent that the scope of the tender procedure is no longer necessary, or
  - e. In the event of any other serious unforeseeable cause, which the Competent Body deems to be justified.
3. The interested economic operators / Tenderers do not maintain and shall waive any claim against the Contracting Authority on account of such cancellation, if any, without prejudice to the rights defined in paragraph 3.3 above.

### **10.4 Drawing up and signature of the Agreement**

1. To draw up the Agreement, the Contracting Authority shall use Part B “Agreement and Special Conditions of Contract” of the Tender Documents, where it shall enter the appropriate information.
2. The Tenderer who has been awarded the Contract is obliged to present himself, within a period of twenty (20) days of receipt of the relevant invitation of the Contracting Authority, for signing the relevant Agreement. If the aforementioned deadline expires and the Tenderer has not presented himself to sign the Agreement, then the Tenderer shall be declared in default of the Award made to him and of all rights deriving from it, and the Tender Guarantee shall simultaneously be forfeited in favour of the Contracting Authority.
3. In such a case, the Contracting Authority has the right to refer the matter back to the Competent Body, with a view to awarding the Contract to the Tenderer who has submitted the next, as per the ranking of paragraph 9.6 item (1), Tender which meets the terms and specifications of the tender procedure. This right may be exercised provided that the renewal of the validity of the Tender of the Tenderer who has submitted the next Tender

meeting the terms and specifications of the tender procedure is ensured, for a specific period of time, under the same terms as previously applicable.

4. The Tenderer who has been awarded the Contract is obliged to present himself for signing the Agreement, also producing the following items:
  - a. The certificates contained in the relevant Table (Form 13) of the Appendix to the Tender Documents, to confirm that the participation requirements under items (a), (b), (c), (d) and (f) of paragraph 6.2.1 have been met,
  - b. In the case of a legal person or a consortium, the authorisation documents for the person who shall sign the Agreement,
  - c. In the case of a consortium of persons, a final Cooperation Agreement determining the participation rate of each member in the consortium, the legal representative of the consortium and the consortium member to act as the leader of the consortium. It is understood that this information can not be different from that defined in the cooperation agreement of paragraph 8.3.1.1 item (2.b).
  - d. The Performance Guarantee for the Contract, in accordance with the provisions of the following paragraph. **Not Applicable.**
5. The stamp duties of the Agreement to be signed shall be fully borne by the Contractor.

#### **10.5 Performance Guarantee. Not Applicable.**

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

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

### **PREAMBLE**

The Government of the Republic of Cyprus, through the Head of the Section/Service/Department **<name of Section/Service/Department>**, having its headquarters in **<postal address>**, **<name of town/city>** (hereinafter “Contracting Authority”)

of the one part,

and

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

of the other part,

following a tender procedure no. **<reference number of tender procedure>** for the award of the Contract for **<contract title>** which was awarded pursuant to award decision no. **<award decision number>**, have agreed as follows.

### **11. STRUCTURE OF THE CONTRACT**

1. It is explicitly agreed that the Contract consists of the following documents, which form integral parts of it:
  - a. The present Agreement.
  - b. Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS
  - c. Annex I. GENERAL CONDITIONS OF SUPPLY CONTRACT
  - d. The Contractor’s Tender as submitted on **<date of submission of tender>** and any correspondence relating thereto between the Contracting Authority and the Contractor.

In the case of differences between the above parts, their provisions shall be applied in the above order of priority.

2. An integral part of the Contract is also the performance guarantee no. **<reference number>**, issued by **<business name of credit institution>** in the amount of **<amount in words (amount in figures)>**.

### **12. CONTRACT SCOPE**

1. By the present Contract, the Contractor undertakes to deliver to the Contracting Authority **<or, where required>**, and to place, install, provide user training on, or

maintain> the **<summary description of products>**, in accordance with the terms and conditions laid down in the Contract.

### **13. CONTRACT VALUE**

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

### **14. PROJECT MANAGER**

1. The Project Manager on behalf of the Contracting Authority is **<name and surname – title of position>**. The Project Manager shall be responsible for monitoring and handling the Contract within the framework of its provisions.

### **15. DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION**

1. The present Contract shall enter into effect as of the time of its signature.
2. The period of implementation of the Contract Scope shall be **<number of months in words (number of months in numbers)>** months from the date of commencement, and the times and locations for delivery of the individual products **<or, where required,** and for carrying out the required placement, installation, user training or maintenance work> shall be as stated in the Tender and in Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS **<or, in the case of a Running Contract,** shall be specified on a case by case basis in the interim Orders>.
3. Delivery of the individual products **<or, where required,** and of the required placement, installation, user training or maintenance work> under the Contract by the Contractor may be varied in time in accordance with the procedures in force, following mutual agreement and on condition that the overall period of implementation of the Contract does not change.
4. The present Contract shall cease to be in effect upon final acceptance of all products **<or, where required,** and of the placement, installation, user training or maintenance work> included in the Contract Scope **<or, in the case of a Running Contract,** of all the products specified on a case by case basis in the interim Order> or at an earlier time, if these are delivered by the Contractor and accepted by the Contracting Authority take place at an earlier time or if the need arises to apply the articles on termination of the Contract of Annex I. GENERAL CONDITIONS OF CONTRACT.



## **16. CONDITIONS AND PROCEDURE FOR PAYMENT**

1. Payment of the Contract Value shall be made in **<currency>** into the bank account notified by the Contractor to the Contracting Authority in accordance with article 24.1 of Annex I. GENERAL CONDITIONS OF CONTRACT.
2. Payment shall be made in accordance with the provisions of articles 24 and 25 of Annex I. – GENERAL CONDITIONS OF CONTRACT, against an invoice, after final acceptance of the products.

## **17. PENALTIES FOR DELAY**

1. In the event of a delay in the delivery of the Contract products under supply or of a part thereof, for which the Contractor is responsible, a Penalty for Delivery Delay shall be imposed.
2. Such penalty shall amount to a per cent rate of **<per cent rate in words (per cent rate in numbers)>** of the daily Contract Value of the products whose delivery is delayed, for every day of delay of delivery.
3. Any penalties imposed by the Contracting Authority in accordance with the above shall be withheld from the next payment to the Contractor or, if such payment is insufficient, shall be collected through forfeiture of an equivalent amount of the Performance Guarantee and/or Advance Payment Guarantee.
4. In the event that the delivery times set have been exceeded and the penalties for delay imposed in connection therewith have reached in total **<per cent rate in words (per cent rate in numbers)>** of the Contract Value, the Contracting Authority may declare the Contractor in default and terminate the Contract, the specific provisions of Annex I. GENERAL CONDITIONS OF CONTRACT applying.

## **18. TAX AND CUSTOMS ARRANGEMENTS**

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

## **19. SETTLEMENT OF DISPUTES**

The dispute settlement procedure of article 32 of Annex I. – GENERAL CONDITIONS OF CONTRACT shall apply.

## **20. LAW AND LANGUAGE OF THE CONTRACT**

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

## 21. COMMUNICATION BETWEEN THE PARTIES

Any written communication relating to the present Contract between the Contracting Authority and the Contractor must state the Contract title and the reference number of the tender procedure, and must be sent by post, electronic mail or facsimile as follows:

- a. If addressed by the Contractor to the Contracting Authority, to the postal address **<postal address>** or to the electronic mail address **<electronic mail address>** or, if sent by facsimile, to **<facsimile number >**.
- b. If addressed by the Contracting Authority to the Contractor, to the postal address **<postal address>** or to the electronic mail address **<electronic mail address>** or, if sent by facsimile, to **<facsimile number >**.

## 22. OTHER ARRANGEMENTS

The following modifications or additions to the General Conditions shall apply:

- **<description of modification or addition >**
- **<description of modification or addition >**
- **<description of modification or addition >**
- **...**

Drafted in three originals, where two originals are intended for the Contracting Authority and one for the Contractor, and signed on **<day>**, **<XX/XX/20XX>**.

***For and on behalf of the Contracting Authority:***

Witnesses:

Signature: .....

1. Signature: .....

Title: .....

Name: .....

Name: .....

2. Signature: .....

Name: .....

***For and on behalf of the Contractor:***

Witnesses:

Signature: .....

1. Signature: .....

Title: .....

Name: .....

Name: .....

2. Signature: .....

Name: .....

***ANNEX I: GENERAL CONDITIONS OF  
CONTRACT***

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# **ANNEX I: GENERAL CONDITIONS OF CONTRACT**

## **PRELIMINARY PROVISIONS**

### **Article 1 – Definitions**

1. *The following definitions shall apply to the Contract:*

#### **ADMINISTRATIVE ORDER**

*Any written or verbal instruction or order issued by the Project Manager to the Contractor regarding the delivery of the products and the fulfilment of the Contractor's obligations.*

#### **CONTRACT**

*The signed agreement entered into by the Contracting Authority and the Contractor for the supply of products, together with all attachments thereto and all documents incorporated therein, including the present General Conditions.*

#### **CONTRACTING AUTHORITY**

*The Government or the Local Authority or the organisation governed by public law or the association of one or more such organisations concluding the Contract, or on behalf of which the contract is concluded with the Contractor.*

#### **CONTRACTOR**

*The natural or legal person or the consortium of natural and/or legal persons entering into an agreement with the Contracting Authority for performing the services.*

#### **CONTRACT SCOPE**

*The delivery by the Contractor to the Contracting Authority of all the products and/or support services under the contract.*

#### **CONTRACT VALUE**

*The amount specified in article 3 of the Special Conditions.*

#### **DAY**

*Calendar day.*

#### **GENERAL DAMAGES**

*The amount, not stated previously in the Contract, which is awarded by a Court or determined by arbitration procedure, or agreed between the parties, as compensation payable to the injured party in the event of breach of contract by the other party.*

#### **LIQUIDATED DAMAGES OR PENALTY CLAUSE**

*The compensation specified in the Contract as being payable by one contracting party to the other for failure by the latter to fulfil their obligations as set out in the Contract.*

**MONTH**

*A calendar month.*

**ORDER**

*The document prepared and signed by the Project Manager, in the case of a Running Contract, whereby an Administrative Order is issued to the Contractor for delivery of a specific type and quantity of products, at specific delivery locations and by a specific deadline.*

**RUNNING CONTRACT**

*The Contract whereby the Contractor undertakes the obligation to deliver all or part of the products following the receipt of corresponding Orders, and in which the individual and total quantities of products specified in the Tender Documents are indicative and may turn out to be higher or lower than the quantities to result from the Orders.*

**ORDER PLACEMENT PERIOD**

*The period of time during which the Contracting Authority has the contractual right to place Orders with the Contractor.*

**PRODUCT LIST**

*The list that contains all products under the Contract, in the case of a Running Contract, their technical features and the prices offered by the Contractor.*

**PROJECT MANAGER**

*The natural or legal person responsible for monitoring the implementation of the Contract and for handling the Contract on behalf of the Contracting Authority.*

**REGULATIONS**

*The Regulations of 2004 (KDP 115/2004) on the Execution of Public Contracts (Supplies, Works and Services), including any amendments thereto.*

**TERMS OF REFERENCE**

*The document (Annex II of the Tender Documents), prepared by the Contracting Authority, which defines its requirements in respect of the requested products and/or support services and determines in detail the specifications that the products or services must meet.*

- 2. Where the Contract provides for time limits or periods of time, these shall start from the day following the day on which the action or event which serves as the starting point of such a period occurs. Should the last day of the period fall upon a non-working day, then the period shall expire at the end of the first working day following the last day of the period.*
- 3. If the Contract is signed in more than one language, the Greek version shall prevail in the event of inconsistencies between the different language versions.*
- 4. The headings and titles in the present General Conditions shall not be taken as*



*part thereof or be taken into consideration in the interpretation of the Contract.*

5. *Were the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.*

## **Article 2 – Notices and Written Communications**

1. *Whenever there is a deadline for the receipt of a written communication, the sender shall take all necessary measures to ensure timely receipt of the communication.*
2. *Any notice, consent, approval, certificate or decision by any person required under the Contract shall be in writing, unless otherwise specified in the Contract,*
3. *Any verbal instructions or orders shall take effect as of their transmission and shall be subsequently confirmed in writing.*

## **Article 3 – Ownership - Intellectual and Property Rights**

1. *Ownership of the products delivered by the Contractor to the Contracting Authority under the Contract shall pass to the Contracting Authority upon their final acceptance, with the exception of the products for which a licence for their use is delivered, the ownership of which remains with their manufacturer.*
2. *All Contract Deliverables such as maps, diagrams, drawings, specifications, plans, statistics, calculations, inception and completion reports, user and maintenance manuals and all other relevant document or material acquired, compiled or prepared by the Contractor in the execution of the Contract, shall be treated as confidential and shall be the absolute property of the Contracting Authority. The Contractor is obliged to deliver all such documents and data to the Contracting Authority upon completion of the Contract.*
3. *The Contractor may retain copies of such documents and data, but is not allowed to use them for purposes other than the purposes of the Contract.*
4. *The Contractor shall defend itself, at its own expense, against infringements or alleged infringements which may be reported by third parties with regard to patents, user licences, plans, intellectual property or trade secrets, and, in the event that the Contracting Authority is prevented from using the products under the Contract Scope on account of such a reason, shall modify or replace the products at its own expense, without diminution of the end result.*

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

### **Article 4 – Obligations of the Contracting Authority**

1. *The Contracting Authority shall provide to the Contractor as soon as possible any information and/or documentation at its disposal which may be relevant to the execution of the Contract, as per the detailed provisions of Annex II. TERMS OF*

*REFERENCE – TECHNICAL SPECIFICATIONS. If this information is contained in documents, such documents shall be returned to the Contracting Authority at the end of the period of execution of the Contract.*

- 2. The Contracting Authority shall cooperate with the Contractor for providing information which the latter may reasonably request in order to execute the Contract.*
- 3. In discharging their duties, the Project Manager and all persons authorised by him or by the Contracting Authority must not divulge to any person other than those entitled to know, any information which has been obtained in the course and on occasion of the execution of the Contract and refers to technical or commercial matters or to work or production methods of the Contractor.*
- 4. The Contracting Authority shall inform its employees, agents and representatives about all such instructions or information as may be necessary or appropriate to facilitate prompt and effective execution of the Contract by the Contractor.*
- 5. The Contracting Authority shall provide to the Contractor, if the latter so requests, information in connection with securing copies of laws, regulations and information on personnel insurance and the protection of employees, on local customs, taxation, orders or by-laws of the Republic of Cyprus, which may affect the Contractor in the performance of its obligations under the Contract.*

## **Obligations of the contractor**

### **Article 5 – Performance Guarantee**

- 1. The Contractor shall furnish a Performance Guarantee, as specified in article 1 par. 2 of the Agreement. This guarantee must remain in effect until its release by the Contracting Authority in accordance with Article 5.4.*
- 2. Should the Performance Guarantee cease to be in effect for any reason and should the Contractor fail to renew it, the Contracting Authority may either proceed to deductions from future payments due to the Contractor under the Contract and up to the total amount of the payments already made, or terminate the Contract if in the opinion of the Contracting Authority such a deduction is not feasible.*
- 3. If the Contract is terminated for any reason, the Performance Guarantee may be immediately invoked towards payment of any balance which is still due to the Contracting Authority by the Contractor, and the guarantor shall not delay such payment nor raise any objections for any reason.*
- 4. The Performance Guarantee must remain in effect for a period of up to thirty (30) days after the date of final acceptance of the products and, in the event that production of a Good Operation Guarantee is required, it must remain in effect until production of this guarantee, whereupon it shall be returned to the Contractor.*

## **Article 6 – Good Operation Guarantee**

- 1. If, as specified in Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS, the Contract Scope includes the provision of product repair or rectification services for a specific warranty or maintenance period, the Contractor must furnish the Contracting Authority, prior to the Performance Guarantee being returned to the Contractor, with a Good Operation Guarantee in the format of the relevant Template contained in the Appendix to the Tender Documents.*
- 2. The amount of the Good Operation Guarantee must cover 3% of the Contract Value.*
- 3. The Good Operation Guarantee shall be returned to the Contractor thirty (30) days after the expiry of its contractual obligations, while it shall be automatically forfeited in favour of the Contracting Authority in the event of failure by the Contractor to fulfil its obligations, as these derive from the Contract, during this period.*
- 4. The Good Operation Guarantee shall be issued by credit institutions or other legal persons lawfully operating in Cyprus or in other countries of the European Union (EU) or of the European Economic Area (EEA) or in third countries who are signatories of the International Government Procurement Agreement (GPA) or in other countries who have signed and ratified association agreements or bilateral agreements with the EU or with the Republic of Cyprus, and having the right to issue such guarantees in accordance with the legislation of such countries.*
- 5. Guarantees issued in a language other than the language(s) specified in the Tender Documents shall be accompanied by their official translation into the Greek language.*
- 6. In the case of a consortium, the Guarantee must state that it covers jointly all the consortium members.*

## **Article 7 – Assignment**

- 1. An assignment is any agreement whereby the Contractor transfers the Contract or part thereof to a third party.*
- 2. The Contractor can not assign the present Contract or any part thereof, or any of the Contractor's rights or obligations or interests hereunder, without the prior written consent of the Contracting Authority.*
- 3. Approval of an assignment by the Contracting Authority presupposes that the third party to which such assignment is made meets the eligibility criteria which applied to the award of the Contract. To allow the Contracting Authority to check that the eligibility criteria are met, the Contractor must submit all necessary data and information concerning such third party.*
- 4. Approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the Contract already performed or for the part not assigned.*
- 5. The Contracting Authority reserves the right to request that the third party to*

*which the Contract is assigned also assume the obligations for the part of the Contract already performed.*

### **Article 8 – Subcontracting**

- 1. To implement the Contract Scope, the Contractor is limited to using the subcontractors identified in its tender for the corresponding part of the Contract Scope stated in the Contractor's tender for each such subcontractor.*
- 2. The Contractor may exceptionally, after the Contract has been signed, enter into a new subcontract or replace a subcontractor identified in its tender, or undertake itself the part of the Contract Scope which it had stated in its tender that would be implemented by a subcontractor, after obtaining the prior written authorisation of the Contracting Authority.*
- 3. In connection with the requirement for authorisation by the Contracting Authority under paragraph 2, the Contractor must notify the Contracting Authority of the parts of the Contract Scope which it intends to assign to the subcontractor, giving details of its identity, and also submit written documentation demonstrating that the subcontractor is capable of responding to the obligations which it shall assume.*
- 4. The Contracting Authority shall, within forty (40) days of receipt of the relevant application, notify the Contractor of its decision, giving full justification in case such authorisation is denied.*
- 5. It is understood that approval of such application by the Contracting Authority shall not relieve the Contractor of any of its obligations under the Contract.*
- 6. Any change of subcontractor without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.*
- 7. It is understood that the part of the Contract Scope assigned to a subcontractor by the Contractor may not be assigned to third parties by the subcontractor.*
- 8. Subcontractors do not enter into any contractual relation with the Contracting Authority.*
- 9. The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of its own, its agents or employees.*
- 10. If a subcontractor is found by the Contracting Authority or by the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Contractor forthwith, either to provide a new subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or undertake itself the performance of the specific part of the Contract Scope.*

### **Article 9 – Compliance Obligations and Legal Liability**

- 1. The Contractor shall respect and abide by all laws and regulations in force in the Republic of Cyprus and shall ensure that its personnel, its dependants, and any*

*of its subcontractors or associates also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and dependants, of such laws and regulations.*

- 2. The Contractor shall comply with the Administrative Orders given by the Project Manager. Where the Contractor considers that the requirements of an Administrative Order exceed the authority of the Project Manager or the Contract Scope, it shall notify in writing the Contracting Authority, justifying its opinion, within thirty (30) days of receipt of such Administrative Order. Execution of the Administrative Order shall not be suspended because of this notice.*
- 3. The Contractor is obliged to provide the Contracting Authority or the Project Manager or any person authorised by the Contracting Authority with evidence regarding the execution of the Contract as well as with any information concerning the Contract Scope.*
- 4. In the case of a Contract the control of which, in accordance with the European Law, falls within the jurisdiction of the European Commission or the European Court of Auditors or the European Anti-Fraud Office or any other European body, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, both during the term of the Contract and for a period of seven (7) years thereafter.*
- 5. In the case of a Contract the control of which, in accordance with the National Law, falls within the jurisdiction of the Superintendent of Internal Audit or the Auditor General or any other authorised body of the Republic of Cyprus, the Contractor warrants that it shall allow the unobstructed conduct of accounting audits and of other checks or verifications in its premises and in the records that it keeps, and undertakes that the same shall apply to its subcontractors and to any associate under the Contract, for such a period time as provided for by the provisions of the legislation in force.*
- 6. If the Contractor is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the Contract. The person designated by such consortium to act on its behalf for the purposes of this Contract shall have the authority to bind the consortium.*
- 7. Any change in the composition of the consortium without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.*

#### **Article 10 – Confidentiality - Secrecy**

- 1. All documents, data and information which the Contractor receives from the Contracting Authority as part of its contractual obligations or of which it becomes aware on account of its contractual relation with the Contracting Authority or which are the result of studies, tests or research conducted during the Contract or for the purposes of the execution thereof, are confidential.*

2. *The Contractor is not entitled to publish or disclose such information and data to any third party, save only to the persons employed by it or associated with it who are directly involved with the contents of the Contract and with the performance of its Scope, and shall ensure that such employees are informed about and agree with the confidentiality obligation, the Contractor being further obliged to impose such obligation to its subcontractors, if any.*
3. *Should the Contractor be in breach of its obligation as above, the Contracting Authority reserves the right to terminate the Contract as per the provisions of Article 28 and/or seek payment for all losses which it estimates it may have suffered on account of the leak.*
4. *The Contractor shall not make any public statements regarding the Contract Scope or the products that it delivers to the Contracting Authority under the Contract, without the prior authorisation of the Contracting Authority, and shall not engage in any activity which is in conflict with its obligations towards the Contracting Authority under the Contract. The Contractor shall not bind the Contracting Authority in any way without its prior written consent and shall clarify, where required, this obligation to third parties.*
5. *The Contractor shall not be subject to the obligations of the present Article as regards the know-how which it may acquire on account of the performance of the Contract Scope.*

#### **Article 11 – Code of Ethics**

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

## **Article 12 – Conflict of interests**

- 1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective execution of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the execution of the Contract must be notified in writing to the Contracting Authority without delay.*
- 2. The Contracting Authority reserves the right to verify that such measures are adequate and may request that additional measures be taken, if this is considered necessary. The Contractor shall ensure that its personnel, including its management, are not involved in a situation which could give rise to conflict of interests. The Contractor shall replace immediately and without compensation from the Contracting Authority any member of its personnel exposed to such a situation.*
- 3. The Contractor shall refrain from any contact which would compromise its independence or that of its personnel. If the Contractor fails to maintain such independence, the Contracting Authority may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the Contract immediately.*
- 4. Both during the term of the Contract and after its conclusion or termination, the Contractor shall be disqualified from participation, in any capacity, in a contract or part thereof for services or supplies or works that may be derived from the executed Contract, which concerns the application of studies or specifications or other proposals that the Contractor was obliged to draw up and deliver under the present Contract, if the application of the particular studies or specifications or other proposals is not contained in the Contract Scope, unless a special written permission is granted by the Contracting Authority.*

## **Article 13 – Protection of employees**

- 1. The Contractor must fulfil its obligations as these derive from the provisions of the legislation in force in the Republic of Cyprus, in relation to the protection of its employees and to working conditions.*
- 2. The Contractor is obliged to insure its personnel with the competent insurance organisations and maintain such insurance in effect throughout the performance of the Contract Scope, and shall ensure that its subcontractors shall do the same.*
- 3. The execution of the Contract does not give rise to any legal relation between the Contracting Authority and the personnel of the Contractor engaged in the implementation of the Contract Scope. Nevertheless, the Contracting Authority undertakes that it shall take all appropriate measures for the protection and safety of the personnel of the Contractor and of its subcontractors in the event that implementation of the Contract Scope shall take place at its own premises, and especially that it shall advise the Contractor in writing of the peculiarities, if any, of*

*its premises.*

## **implementation of contract SCOPE**

### **Article 14 – Origin of products**

- 1. The Contractor must deliver the products stated in its Tender, which must have been manufactured in the country and in the manufacturing facility stated in the Contractor's Tender.*
- 2. To certify that this requirement is met, the Contractor is obliged to present to the Contracting Authority, at the time of delivery of the products, an official certificate or other evidence from which the origin of the products may be established.*
- 3. In the case of products manufactured in a country outside the EU, the Contractor must also present official certificates or other documentary evidence establishing that in importing the products the rules laid down in the Community Customs Code or in the international agreements which may be applicable to the country of origin have been observed.*

### **Article 15 – Insurance obligations**

- 1. In the event that Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATION requires the products to be insured until their final acceptance by the Contracting Authority, the Contractor shall be obliged to conclude a relevant insurance policy and present it forthwith to the Contracting Authority.*
- 2. Notwithstanding the requirement of the previous paragraph, the Contractor shall be responsible for and shall indemnify, protect and/or defend the Contracting Authority from and against all losses or damage or claims of the Contracting Authority itself or of its employees or of third parties for property damage or personal injury, which arise from the execution of the Contract by the Contractor, its subcontractors or employees, provided that the Contractor has been notified of such claims or demands within thirty (30) days at the latest from the date on which the Contracting Authority has become aware of them.*

### **Article 16 – Warranties**

- 1. The Contractor warrants to the Contracting Authority that the Contract Scope shall be performed in accordance with the terms and conditions of the Contract, and that the products to be delivered shall comply with the technical rules and the internationally recognised standards applicable to the manufacture of such products, shall have all the properties and features provided for in the present Contract, and shall meet the specifications, results and properties as these are specified in the Tender Documents.*
- 2. The Contractor warrants that the products to be delivered shall be authentic, new, unused, announced and in production, and shall have no defects arising from poor workmanship or flaws arising from design or manufacture, nor shortcomings or errors that may develop after normal use as a result of hidden defects in the materials used in their manufacture.*



*The Contractor is obliged to deliver Products that have been manufactured with the consent of the right holder of intellectual property rights and do not infringe any prohibitions or restrictions which are provided by the Community and National legislative framework.*

3. *If, according to the provisions of Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS, the Contract Scope includes the provision of product maintenance, repair or rectification services for a specific warranty period, the Contractor shall be obliged to make good, at its own expense, following a request from the Contracting Authority, any error or lack of properties in the products that it delivers under the Contract, in accordance with the Regulation.*
4. *In every case where such faults or defects or lack of properties appear during the warranty period, the Contracting Authority shall inform about this the Contractor, who shall be obliged to rectify immediately such faults or defects, even by replacing the products which have shown such faults or defects, within a time to be agreed on a case by case basis and which shall not exceed twenty (20) days.*
5. *Should the Contractor fail to rectify such faults or defects in a timely manner, the Contracting Authority shall be entitled to proceed to the total or partial forfeiture of the Good Operation Guarantee of Article 6.*
6. *The Contractor shall have no responsibility for faults or defects which it may prove, by presenting the true facts to the Contracting Authority, that they are caused by:*
  - *Default of the Contracting Authority in connection with any justified recommendation submitted by the Contractor, or by the demand by the Contracting Authority for the Contractor to apply a decision or recommendation with which the Contractor justifiably disagrees or about which it is expressing serious and justified reservations, or*
  - *Improper execution, by the employees or independent contractors of the Contracting Authority, of the Contractor's instructions which have been adopted by the Contracting Authority.*

#### **Article 17 – Submission of drawings for approval**

1. *If required, the Contractor shall submit to the Project Manager any drawings, documents, samples or models specified in advance in Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS, within such time limits and in accordance with such procedure as provided for in the said Annex.*
2. *The Project Manager reserves the right to demand such drawings, documents, samples or models, even if no relevant provision is made in Annex II, if these are reasonably required for the execution of the Contract.*
3. *Unless otherwise provided for in the Contract, the Project Manager shall inform the Contractor about the approval or non-approval of the above drawings, documents, samples or models, within thirty (30) days of their submission.*

4. *Should the drawings, documents, samples or models not be approved by the Contracting Authority, the Contractor shall be obliged to modify and adapt them on the basis of the instructions to be suggested to it by the Project Manager and to resubmit them, at no additional financial compensation.*
5. *It is understood that the approval of such drawings, documents, samples or models shall not relieve the Contractor from any of its obligations concerning the delivery of the products or from any other of its share of obligations under the Contract.*

#### **Article 18 – Delivery of products**

1. *Delivery of the products under the Contract shall be made to such locations and at such time as specified in the Contractor's Tender and in Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS of the Tender Documents.*
2. *In the case of a Running Contract, delivery of all of the products included in the Product List or of part thereof, shall be made to such locations and within such time as specified in the Orders, within the framework laid down by the Terms of Reference.*
3. *The Contractor shall be obliged to notify the Project Manager, as representative of the Contracting Authority, of the exact date on which it intends to deliver the product or products, as the case may be, at least five (5) working days in advance.*
4. *All products due for delivery must be suitably packaged, their labelling must meet the requirements of the statutes regarding the importation and/or distribution of products in the Cypriot market, and must be accompanied by the original invoice in duplicate, on which the Tender number and the Order type and serial number shall be shown (in the case of a Running Contract), as well as by Consignment Notes establishing that the manufacturing phases have taken place in the manufacturing plants stated in the Contractor's Tender.*
5. *The products due for delivery must be accompanied by any user manuals required under Annex II. TERMS OF REFERENCE – TECHNICAL SPECIFICATIONS, as well as by operating manuals or drawings which shall be sufficiently detailed so as to allow the Contracting Authority and its employees to activate, maintain, tune or repair, as the case may be, the Products in the future.*
6. *The contractual delivery time may, in the manner provided for in the Regulations, be extended, after mandatory submission of a relevant request by the Contractor prior to the expiry of the contractual time. An extension shall be granted in cases of very serious reasons giving rise to objective inability of the deliveries of the products under the Contract taking place within the prescribed time, or in the event that reasons constituting force majeure occur. In such cases of extension of the contractual delivery time, no penalties shall be imposed.*
7. *The Contractor may be declared in default by the Contracting Authority if the contractual implementation time is expiring and a request for its extension has not been submitted in a timely manner, or if the time extended as above has expired*

*and the Contractor has not delivered the product(s).*

- 8. In case of a Running Contract, the Contracting Authority is entitled to terminate the entire Order or a part thereof, if the Contractor fails to observe the deadline set for execution of the Order.*

### **Article 19 – Acceptance of products – Tests and Checks**

- 1. Acceptance of the products takes place by a competent body, in the manner and procedure provided for by the Regulations in force.*

*In case where the authentication of Products is disputed, the procedure of Acceptance of Products shall be suspended until the whole matter is investigated. If it is established that the Products have not been manufactured with the consent of the right holder of intellectual property rights, then the Acceptance Committee will reject the Products.*

- 2. During the acceptance procedure, only a quantitative (macroscopic) check or a combined quantitative and qualitative check shall be made, as specified in the Terms of Reference.*
- 3. Where the Terms of Reference provide for a macroscopic check only, the Acceptance Committee shall issue an acceptance or rejection certificate, as the case may be, after the conclusion of the macroscopic check.*
- 4. Where the Terms of Reference also provide for a qualitative check, then a provisional acceptance certificate shall be issued upon the conclusion of the macroscopic check, together with a sampling report issued for the purposes of conducting the tests and examinations foreseen in each particular case.*
- 5. The certificate following the conclusion of the macroscopic check shall be drawn up no later than twenty (20) days from the date on which the products were delivered. If the period of twenty (20) days elapses and the Acceptance Committee has not drawn up this certificate, the products shall be deemed to be provisionally or finally accepted automatically.*
- 6. Where required by the Terms of Reference, the Contractor shall be obliged to submit to the Project Manager results of manufacturer tests or production data for the products, or materials and drawings which may be required for the conduct of the qualitative check.*
- 7. After the conclusion of the foreseen tests and examinations as foreseen in each particular case for the purposes of the qualitative check, the Acceptance Committee shall issue a final acceptance certificate or a rejection certificate. In the event of rejection, the Acceptance Committee shall state in its certificate the specific deviations of the products from the terms of the Contract and the exact reasons for the rejection*
- 8. The final acceptance certificate or rejection certificate, as the case may be, shall be drawn up no later than twenty (20) days from the date on which the qualitative control tests and examinations were concluded. If the period of twenty (20) days elapses and the Acceptance Committee has not drawn up this certificate, the*

*products shall be deemed to be finally accepted automatically.*

9. *If, during the qualitative check procedure, faults or defects are found which do not allow final acceptance of the products, the Contracting Authority may allow the Contractor to rectify these faults or defects, the Contractor being obliged in this case to proceed immediately to the appropriate actions required.*
10. *After the rectification by the Contractor of the faults or defects as above, the Acceptance Committee shall repeat the qualitative check procedure for the products which showed faults or defects. In this case, the results of the repeat check shall be final.*
11. *The Contractor shall have no responsibility for faults or defects which it may prove, by presenting the true facts to the Contracting Authority, that they are caused by:*
  - *Default of the Contracting Authority in connection with any justified recommendation submitted by the Contractor, or by the demand by the Contracting Authority for the Contractor to apply a decision or recommendation with which the Contractor justifiably disagrees or about which it is expressing serious and justified reservations, or*
  - *Improper execution, by the employees or independent contractors of the Contracting Authority, of the Contractor's instructions which have been adopted by the Contracting Authority.*
12. *The Acceptance Committee has the right to consider the possibility of accepting products which, after the predetermined tests and examinations have been conducted, are shown to present deviations which are not substantial in relation to the specifications or to the terms of the Contract, do not affect the use of the products and do not result in significant costs to the Contracting Authority. In such an event, the Acceptance Committee shall record the facts and its recommendation for acceptance of such products for a reduced price in a special report, which it shall refer for examination and final decision in accordance with the Regulations.*

## **Article 20 – Rejection of Products**

1. *Products which are rejected by the Acceptance Committee shall be deemed not to have been delivered and, unless their replacement is approved, the Contractor shall be obliged to withdraw them within a period of ten (10) days from the date on which it shall be notified of the decision for their rejection. If the deadline of ten (10) days elapses and the Contractor has not withdrawn the rejected quantity of the products under supply, the Contracting Authority may take any appropriate action, in accordance with the applicable provisions of the law, including their return to establishments of the Contractor, after first being briefed in writing about the matter. In such an event, the relevant expenses shall be borne by the Contractor.*
2. *In the event of final rejection of the entire contractual quantity of the products under supply or of part thereof, the Contracting Authority may, by a relevant*

*decision, approve the replacement of the specific quantity by another one, which shall comply with the terms of the Contract, within a fixed deadline which shall be set by this decision. This deadline may not exceed ½ of the total contractual delivery time, if replacement is to take place after the contractual time has expired. If the Contractor does not replace the rejected products within the deadline set to it, and provided that the contractual time has expired, the Contractor shall be declared in default and shall be subject to the penalties foreseen.*

- 3. In the event of failure by the Contractor to replace the unsuitable products, the Contracting Authority, without detriment to all of the Contractor's other rights deriving from the Contract, has the right to purchase products similar to the above from another source and seek payment of any additional expenses or losses by the Contractor.*

### **Article 21 – Amendment to the Contract**

- 1. Any amendment to the Contract must be of a form that shall not substantially impair competition, and should be specified in writing by way of an Addendum to the Contract, to be concluded under the same terms as the original Contract. If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least thirty (30) days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Contractor and accepted by the Contracting Authority*
- 2. Prior to any Administrative Order for variation issued by the Contracting Authority, the Project Manager shall notify the Contractor of the nature and form of such variation. As soon as possible after receiving such notice, the Contractor shall submit to the Project Manager a written proposal containing:*
  - The description of the variations and of the relevant work to be performed or of the measures to be taken and the programme for execution, and*
  - Any necessary modifications to the programme of execution or to any of the Contractor's obligations under the Contract.*
- 3. Following the receipt of the Contractor's proposal, the competent body of the Contracting Authority, in accordance with the Regulation applicable to the Contracting Authorities which are Government Services/Departments or the corresponding procedures specified for the other Contracting Authorities, shall decide as soon as possible whether or not the variation shall be carried out. If the variation is approved, then the Project Manager shall issue a relevant Administrative Order.*
- 4. Upon receipt of the Administrative Order requesting the variation, the Contractor shall proceed to carry out the variation and in so doing shall be bound by the present General Conditions as if such variation were specified in the Contract.*
- 5. No amendment shall be made retroactively.*

## **Article 22 – Suspension of Execution**

1. *The Contracting Authority shall be entitled to suspend delivery and/or installation of the products or of any part thereof for such time and in such manner as it may deem necessary.*
2. *If the period of suspension exceeds one hundred and twenty (120) days and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager, request permission to resume the delivery and/or installation of the products within thirty (30) days or terminate the Contract.*
3. *Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend execution of the Contract.*
4. *Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may in addition refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.*
5. *The purpose of suspending the Contract for reasons attributed to the Contractor shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible.*

## **Payments AND DEBT RECOVERY**

### **Article 23 – Contract Value**

1. *The Contract Value is that stated in article 3 of the Agreement.*
2. *The Contractor is not entitled to demand remuneration over and above the Contract Value, or seek payment of any expenses which it may incur arguing that these are not included in the Contract Value, such expenses concerning, indicatively and not exhaustively:*
  - Expenses for transportation or for handling products in transit.
  - Insurance expenses.
  - Packaging expenses.
  - Production cost of documents or drawings or reports, if these are required by the Contract.
  - Production cost of any user or operating manuals required.
  - Expenses for supervision of the performance of transport or delivery or installation work.
  - Maintenance expenses or expenses for the rectification of breakdowns during the warranty period, if provided for in the Contract.
  - Expenses for demonstration of the operation of products to employees of the Contracting Authority, if provided for in the Contract.

- Expenses for the purchase of products or the performance of work for which the Contractor has not stated a price in its Financial Offer.

## **Article 24 – Payments**

1. *Upon commencement of the Contract, the Contractor shall notify in writing to the Contracting Authority the bank account to which it wishes the payments of the Contract Value to be made. In the event that a bank account has already been declared for the purposes of payments being made by the Government, a different account should not be declared unless the Contractor wishes his payments to be deposited in the future to a new account. For the purposes of such notification, or in the event that the bank account changes during the term of the Contract, the Contractor must use the Template given in the Appendix to the Tender Documents. The Contracting Authority reserves the right to oppose the Contractor's choice of bank account.*
2. *All payments made by the Contracting Authority to the above bank account shall have releasing effect.*
3. *The Contract Value shall be paid to the Contractor in the manner described in article 6 of the Agreement. The period of time between the time of commencement of the Contractor's right to remuneration, as such right is specified in article 6 of the Agreement, and the date on which the account of the Contracting Authority is debited, shall not exceed forty-five (45) calendar days.*
4. *The Contracting Authority may stop the countdown to the expiry of this deadline for any part of the invoiced amount disputed by the Project Manager, notifying the Contractor that this part of the invoice is not acceptable, either because such amount is not due for payment or because the relevant products can not be accepted and the Contracting Authority considers the conduct of further tests to be necessary. In such cases, the Contracting Authority must not unreasonably withhold any non-disputed part of the invoiced amount, but may request clarifications, modifications or additional information, which must be supplied within thirty (30) days of the relevant request being made. The countdown to the expiry of the deadline of paragraph (3) above shall expire on the date on which the Contracting Authority shall receive a correctly formulated invoice.*
5. *When the above-mentioned deadline shall expire, the Contractor may, within two weeks of expiry of the deadline set for an overdue payment to be made, claim interest on the payment so overdue at the default rate specified by a decree of the Minister of Finance based on the "Uniform Public Default Rate Law of 2006".*
6. *Payment of the final balance of the Contract Value shall be subject to the performance by the Contractor of all its obligations as these derive from the Contract, the delivery of all products provided for in the Contract, and the approval by the Contracting Authority of the final stage of the Contract Scope or of the final quantity of products.*

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

### **Article 25 – Recovery of debts from the Contractor**

1. *The Contractor shall repay any amounts paid in excess of the final certified value which are due to the Contracting Authority within forty-five (45) days of receiving a request to do so.*
2. *Any amount which the Contracting Authority has paid in excess of the Contractor's rights under the Contract, shall be repaid by the Contractor to the Contracting Authority within forty-five (45) days of receipt by the Contractor of the request for repayment.*
3. *Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may increase the amounts due by adding interest at the default rate specified by a decree of the Minister of Finance based on the "Uniform Public Default Rate Law of 2006".*
4. *Should the Contractor fail to make repayment of the initial amount and of any interest added in accordance with paragraph 3 within forty-five (45) days of expiry of the deadline of paragraph 2, the Contracting Authority may proceed to forfeiture of corresponding part of the Performance Guarantee.*
5. *Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the right of the Contractor and the Contracting Authority to agree on repayment by instalments.*
6. *Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.*

## **BREACH OF CONTRACTUAL TERMS – CONTRACT TERMINATION**

### **Article 26 – Breach of contract**

1. *The parties shall be in breach of contract when either one of them fails to discharge any of its contractual obligations.*
2. *Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:*
  - *Damages, and/or*
  - *Termination of the Contract for the reasons specified in Articles 28 and 29 of the present Annex.*



3. Damages may be:
  - General damages, and/or
  - Liquidated damages.
4. In all cases where the Contracting Authority is entitled to damages, it may deduct such damages from any amounts due to the Contractor or receive them through the Performance Guarantee.
5. The Contracting Authority shall be entitled to receive compensation for any damage which comes to light after the Contract is completed in accordance with the law governing the Contract.

### **Article 27 – Administrative and financial penalties to the Contractor**

1. If the Contractor is unable to execute the Contract or if execution of the Contract by the Contractor is considered to be unsatisfactory, in addition to the provisions of Article 28 on termination of the Contract, the Contractor may be deprived of the right to participate in future tender procedures, either permanently or for a specific period of time, in accordance with the provisions of the Regulation on Contracting Authorities which are Government Services/Departments or the corresponding procedures specified for the other Contracting Authorities.
2. Additionally, in such a case the Contracting Authority shall proceed immediately to forfeiture of the Performance Guarantee. In the event that the damage suffered by the Contracting Authority exceeds the amount of the aforementioned guarantee, then the Contracting Authority shall reserve the right to take against the Contractor the legal or other measures which it considers necessary in order to redress the situation.
3. As regards penalties for delay, the specific provisions of article of 7 of the Agreement shall apply.

### **Article 28 – Termination by the Contracting Authority**

1. This Contract shall terminate automatically if it has not given rise to any payment within a period of one year after its signature by both parties.
2. Termination shall be without prejudice to any other rights or powers of the Contracting Authority as well as of the Contractor under the Contract.
3. In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving seven (7) days' notice to the Contractor, terminate the Contract in any one of the following cases:
  - The Contractor does not deliver all or part of the products within the times set by the Contract and/or any extension that may be granted.
  - The Contractor fails to fulfil its contractual obligations substantially.

- *The Contractor does not comply within a reasonable time with the notice given by the Project Manager, whereby the Contractor is requested to make good every negligence or failure to perform its contractual obligations which seriously affects the proper execution of the Contract within the deadlines prescribed.*
  - *The Contractor refuses or neglects to carry out Administrative Orders given by the Project Manager.*
  - *The Contractor assigns the Contract or subcontracts a part of the Contract Scope to subcontractors or replaces subcontractors without the authorisation of the Contracting Authority.*
  - *The Contractor becomes bankrupt or is being wound up, is having its affairs administered by the Courts, enters into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning similar matters, or is in any analogous situation arising from a similar procedure provided for by the national legislation and/or regulations.*
  - *The Contractor has been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata.*
  - *The Contractor has been guilty of grave professional misconduct, which may be proven by any means which the Contracting Authority can justify.*
  - *The Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the European Community and the Republic of Cyprus.*
  - *The Contractor undergoes organisational modifications due to the change of its legal form or of its nature, unless such modification has been recorded in an Addendum to the Contract.*
  - *It is found that the Contractor employs or is exploiting minors under the age of 15, in violation of articles 138 and 182 of the International Labour Convention.*
  - *Any other legal disability hindering execution of the Contract occurs.*
4. *In addition to the grounds for termination defined in the present General Conditions, the Contracting Authority may, after giving thirty (30) days' notice to the Contractor, terminate the Contract when the circumstances under which the tender procedure was announced have changed to such an extent that the Contract Scope is no longer necessary or when any other serious grounds apply.*
5. *Except in the case of termination of Contract mentioned in the above paragraph 4, the Contracting Authority may thereafter procure the products which the Contractor did not deliver, by concluding any other contract with a third party, with coverage of any price difference by the Contractor. The Contractor's liability for delay in completion shall cease immediately upon termination of the contracts by the Contracting Authority, without prejudice to any liability which may have*

*already been incurred.*

6. *Upon receiving notice of termination of the Contract, the Contractor shall take immediate measures to ensure prompt and proper completion of the deliveries in such a way as to keep expenses at a minimum.*
7. *The Project Manager shall, as soon as possible after termination, certify the value of the products delivered and of all amounts due to the Contractor as at the date of termination.*
8. *The Contracting Authority shall not be obliged to make any further payments to the Contractor until delivery of the products is completed. Following completion of the delivery of products, the Contracting Authority shall be entitled to recover from the Contractor the extra expenses, if any, to be incurred for completion of the Contract, or shall pay the balance due to the Contractor.*
9. *If the Contracting Authority terminates the Contract, it shall be entitled to recover from the Contractor any damage it has suffered up to the maximum amount specified in the Contract. If no maximum amount is specified, the Contracting Authority, without prejudice to its other remedies provided for by Contract, shall be entitled to recover such part of the Contract value as is attributable to the part of the products which have not, by reason of the Contractor's default, been judged satisfactory or delivered.*
10. *Additionally, the Contractor may be subject to administrative and financial penalties as described in Article 27.*
11. *The Contractor shall not be entitled to claim, over and above the amounts due to it for products already delivered and/or work already performed, compensation for any damage or loss it has suffered.*
12. *If the Contractor is a consortium of legal and/or natural persons and one or more of the grounds for termination of the Contract listed in paragraph 3 refers to one of the consortium members, the other consortium members, being jointly responsible, shall be obliged to complete the implementation of the Contract without differentiation regarding the contractual obligations of the Contractor. In any case, the Contracting Authority shall reserve the right to terminate the Contract if the consortium member for which the grounds for disqualification apply is the coordinator of the consortium, or if the participation percentage of this member gives rise to reasonable suspicions of inability of the other members to fulfil the contractual obligations.*

## **Article 29 – Termination by the Contractor**

1. *The Contractor may, after giving thirty (30) days' notice to the Contracting Authority, terminate the Contract if the Contracting Authority:*
  - *Does not pay to the Contractor the amounts due on the basis of the certificate issued by the Project Manager after the expiry of the deadline of two months under Article 24 paragraph 5, or*

- *Consistently fails to fulfil its contractual obligations after repeated reminders, or*
  - *Suspends the progress of the individual deliveries or of any part thereof for more than one hundred and twenty (120) days for reasons not stated in the Contract or for which the Contractor is not responsible.*
2. *Such termination shall not affect any other rights of the Contracting Authority or the Contractor which derive from the Contract.*
  3. *In the event of such termination, the Contracting Authority shall pay the Contractor compensation for any loss or injury the Contractor may have suffered. Such additional payment may not be such that the total payments exceed the Contract Value.*

### **Article 30 – Force Majeure**

1. *Neither party shall be considered to be in default of its contractual obligations if the fulfilment of such obligations is prevented by any force majeure event, which arises after the date of signature of the Contract by both parties.*
2. *For the purposes of this Article, the term “force majeure” shall mean acts of God, strikes (except if these are limited to the persons in the Contractor’s employment), lock-outs or other industrial disturbances, hostilities, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the control of the parties, are occurring in the territory of the Republic of Cyprus over which Government exercises effective control or in the place where the Contractor is established or in the place of manufacture of the Products, and cannot be overcome by due diligence by either of the parties.*
3. *If the Contractor invokes the occurrence of force majeure, it shall be obliged, within twenty days of the occurrence of the events constituting the force majeure, to report these in writing and to present, if required, the necessary evidence to the Contracting Authority.*
4. *If, within the above deadline, the Contractor does not report the events and does not present the necessary evidence, then it shall be deprived of the right to invoke the existence of force majeure.*
5. *The Contracting Authority shall be obliged to reply, within thirty (30) days of receiving the aforementioned report of the Contractor. If the Contracting Authority does not reply within the above period of time, it shall be deemed to have accepted such force majeure event.*
6. *If the Contracting Authority invokes the occurrence of force majeure, it shall be obliged to inform the Contractor within twenty days of the occurrence of the events constituting the force majeure. If the force majeure affects the Contractor’s work regarding the delivery of products, the Contracting Authority shall suspend*

*performance of such work.*

### **Article 31 – Death**

1. *If the Contractor is a natural person, the Contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by that person's heirs or beneficiaries, should they express their wish, within fifteen (15) days of the date of decease, to continue the Contract. The decision of the Contracting Authority shall be notified to the parties concerned within thirty (30) days of receipt of the said proposal.*
2. *If the Contractor is a group of natural persons and one or more of them die, a report shall be drawn up, which shall be agreed between the parties, on the progress of work. The Contracting Authority shall decide whether to terminate or continue the Contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be, within fifteen (15) days of the date of decease. The decision of the Contracting Authority shall be notified to the parties concerned within thirty (30) days of receipt of such a proposal.*
3. *Such persons shall be jointly and severally liable for proper execution of the Contract to the same extent as the Contractor. Continuation of the Contract shall be subject to the rules relating to issue of the guarantees provided for in the Contract.*

### **Article 32 – Settlement of disputes**

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

**ANNEX II: TERMS OF REFERENCE –  
TECHNICAL SPECIFICATIONS  
NOT APPLICABLE**

## ***APPENDIX: TEMPLATES FOR FORMS***

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**FORM 1**

**TEMPLATE FOR THE TECHNICAL OFFER SUBMISSION FORM**

To:

**GAME FUND**

Subject: **Game Feed**

Tender procedure no.: **13.25.006.01.06**

Closing date for the submission of  
Tenders: **3 May 2012**

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, which is submitted in a separate envelope.*

2. *Should our offer be accepted, we undertake to commence the execution of the Contract Scope on the date of signature of the Agreement.*

*I confirm that the offered Products have been manufactured with the consent of the right holder of intellectual property rights and do not infringe any prohibitions or restrictions which are provided by the Community and National legislative framework.*

3. *We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.15 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.*

**4. We attach the details of the Nutritional analysis of each feed (Pellets).**

Signature of Tenderer or  
of Tenderer's Representative .....

Name of signatory .....

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

Capacity of signatory .....

Details of Tenderer<sup>1</sup>

Name of Tenderer .....

Country of establishment .....

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

Address for communication (if different) .....

P.O.Box.....

Contact tel. no. .... Contact fax no. ....

VAT Register No. ....

(country of enrolment on the VAT Register) .....

Date .....

Witness (Name, Signature and Address)

.....

.....

.....

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

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

**FORM 3**

**TEMPLATE FOR THE SOLEMN DECLARATION CERTIFYING THE TENDERER'S  
PERSONAL SITUATION**

To: **GAME FUND**

Subject: **Game Feed.**

Tender procedure no.: **13.25.006.01.06**

Closing date for the submission of  
tenders: **3 May 2012**

I solemnly declare that:

- h. I have not been convicted by final judgement of a Cypriot or foreign court for participation in a criminal organisation (as defined in Article 2(1) of Council Joint Action 98/773/JHA), corruption (as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA, respectively), fraud (within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities) or money laundering (as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering, as amended by Directive 2001/97/EC of the European Parliament and of the Council).*
- i. I am not bankrupt or in the process of being wound up, have not my affairs administered by the court, have not entered into an arrangement with creditors, have not suspended business activities and are not in any analogous situation arising from a similar procedure under national laws and regulations.*
- j. I am not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations.*
- k. I have not been convicted by a judgment which has the force of res judicata of any offence concerning their professional conduct.*
- l. I have not been guilty of grave professional misconduct.*
- m. I have fulfilled my obligations relating to the payment of social security contributions and of taxes and duties, in accordance with the legal provisions of the Republic of Cyprus / of the country where I am established, i.e. .... **<delete as appropriate>**, as at the closing date for the submission of tenders.*

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 4**

**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, only Table A is completed).

If the financial statements for the last reference year have not yet been audited in accordance with the International Financial Reporting Standards (IFRS), you must submit a statement regarding the financial information, signed by the Management of the enterprise and accompanied by a certification issued by a certified accountant or by some other person with equivalent qualifications applicable in the country from which that person comes. The figures given in all columns must be calculated on the same basis, to allow direct year-on-year comparisons to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the Table).

**Table A**

<b>Financial data</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>Average</b>
<i>Annual turnover (in CYP / EURO)</i>				
<i>Annual operating results (in CYP / EURO)</i>				

**Table B**

**Name of Consortium member: .....**

<b>Financial data</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>	<b>&lt;Year&gt;</b>
<i>Annual turnover (in CYP / EURO)</i>			
<i>Annual operating results (in CYP / EURO)</i>			

**General Note:** Pursuant to the provisions of article 53(2) of Law 12(I)/2006 or article 56(5) of Law 11(I)/2006, 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 use of this facility, then the above tables should also include the data for such third parties (one or more).

**FORM 5**

**DOCUMENTATION OF THE TENDERER'S TECHNICAL AND PROFESSIONAL ABILITY**

**1. EXPERIENCE OF THE TENDERER**

(Please complete the table below listing the data of contracts similar –in accordance with the types of supply contracts stated in items 2 and 3 of paragraph 6.2.3 of the Part A of the Tender Documents– to the contract being put out to tender, and which the entity is currently implementing or has implemented during the last 3 years. The number of such contracts must not exceed 10)

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

## **2. SPECIALISATION FIELDS**

(If the Tenderer is a consortium, then the table below must be completed, using the names of these specialisations as the row headings and indicating –by using the symbol √– the specialisation field of the consortium Leader and of each individual member. If the Tenderer is a single person, then its experience is entered in the “Leader” column. The specialisation fields should be the types of supply contracts stated in items 2 and 3 of paragraph 6.2.3 of Part A of the Tender Documents).

	<i>Leader</i>	<i>Member 1 (name)</i>	<i>Member 2 (name)</i>	<i>etc.</i>
<i>Relevant service 1</i>				
<i>Relevant service 2</i>				
<i>etc.</i>				

## **3. PERSONNEL OF THE TENDERER – NOT APPLICABLE**

## **4. PROJECT TEAM PERSONNEL– NOT APPLICABLE**

**FORM 7**  
**TEMPLATE FOR THE CERTIFICATION REGARDING THE PROTECTION OF EMPLOYEES**

To: **GAME FUND**

Subject: **Game Feed.**

Tender procedure no.: **13.25.006.01.06**

Closing date for the submission of  
tenders: **3 May 2012**

*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 11**  
**FINANCIAL OFFER**

To **GAME FUND**

Subject: **Game Feed**

Tender procedure no. **13.25.006.01.06**

Closing date for the submission of tenders **3 May 2012**

All prices quoted are given in **Euro**.

<b>FINANCIAL OFFER TABLE</b>						
<b>ITEMS</b>	<b>No.</b>	<b>Product / Pellets</b>	<b>Measurement Unit TONES</b>		<b>Unit Price exclusive of VAT</b>	
<b>PRODUCTS</b>	1					
	2					
	3					
	4					
	5					
	6					
	7.					
	8					
	9					
	etc.					
<b>TOTAL COST OF OFFER (exclusive of VAT)</b>						

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

Signature of Tenderer or  
of Tenderer's Representative .....

Name of signatory .....

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

Capacity of signatory .....

Date .....

Details of Tenderer<sup>1</sup>

Name of Tenderer .....

Witness (Name, Signature and Address)

.....  
.....

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

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



**REMARKS :**

**BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE**

*(both mandatory)*

**DATE + SIGNATURE OF ACCOUNT HOLDER**

*(mandatory)*





**REMARKS :**

**BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE**

*(both mandatory)*

**DATE + SIGNATURE OF ACCOUNT HOLDER**

*(mandatory)*

**FORM 18**

**TEMPLATE FOR THE DECLARATION OF OTHER ENTITIES**

To

(Hereinafter called «Contracting Authority»)

Subject:

Competition No. : ..... / 201...

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 analyzed.