



Republic of Cyprus

Department of Electronic Communications

OPEN TENDER PROCEDURE

***Development of a Study on the Operation of Digital Audio
Broadcasting (DAB+) in Cyprus***

ESTIMATED VALUE: €70.000 (exclusive of VAT)

Tender procedure No.: 01/2021/THE

The Contract is financed by national resources

Nicosia, March 2021

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PART A: OBJECTIVE AND CONDITIONS OF CARRYING OUT THE TENDER

1. INTRODUCTION

The **Department of Electronic Communications** conducts a competition for the **Development of a Study on the Operation of Digital Audio Broadcasting (DAB+) in Cyprus**, with a view to develop the regulatory and technical framework, which will be used for the subsequent authorisation of the individual right of use of radiofrequencies.

2. KEY DETAILS OF THE TENDER PROCEDURE

Par.	ITEM	
2.1	Tender procedure No.	01/2021/THE
2.2	Contract Scope	The development of a study on the operation of Digital Audio Broadcasting (DAB+) in Cyprus will be implemented in 2021. These services falling under category 64200000, 64228000, 64228200, 73200000, 73210000, 72200000, 72222000, 72222100, 79415200 of the CPV classification.
2.3	Estimated Value	Seventy thousands (70.000) Euro exclusive of VAT
2.4	Financing	The Contract is financed by national resources.
2.5	Right to use the negotiated procedure of article 29(5) of Law 73(I)/2016 (or article 44(στ) of Law 140(I)/2016)	<i>Not applicable</i>
2.6	Tender procedure	Open tender procedure for the award of a service contract.
2.7	Award Criterion	Most economically advantageous tender based on price.
2.8	Contracting Authority	<i>Department of Electronic Communications (DEC)</i> <i>webpage: https://dec.dmrid.gov.cy</i>
2.9	Competent Official	Mr. Polycarpos Argyrou Senior Electronic Communications Officer 286 Strovolos Avenue, 2048 Strovolos <i>Contact telephone number: 22814854, 22814898,</i> <i>Facsimile number: 22321925</i>

Par.	ITEM	
		Electronic mail addresses: <u>pargyrou@dec.dmrtd.gov.cy</u>
2.10	Period of time during which the Tender Documents may be available	Until the deadline of the submission of tenders.
2.11	Method and Place for collection of the Tender Documents	Free of charge, from the eProcurement System <u>www.eprocurement.gov.cy</u>
2.12	Deadline for the Submission of Comments / Questions / Recommendations Dispatch of answers/clarifications by the Contracting Authority	By 26/03/2021 – time 13:00 09/04/2021
2.13	Deadline for the Submission of Tenders	by <11:00> hours of < 23/04/2021>
2.14	Place of Submission of Tenders	Electronically via the Cyprus e-Procurement System at <u>www.eprocurement.gov.cy</u> under the relevant functionality at the workspace of the specific tender procedure.
2.15	Commitment not to Withdraw the Offer	5% of Tender Value
2.16	Period of Validity of Tenders	3 months, from the deadline of the submission of tenders
2.17	Language in which Tenders must be drawn up	Greek / English
2.18	Currency of Tenders	Euro
2.19	Estimated date of notification of tender procedure results	2 months, from the deadline of the submission of tenders
2.20	Estimated date of contract signature	3 months, from the deadline of the submission of tenders
2.21	Location where the Services will be provided	At the headquarters of the Contractor, with his periodic presence, at the offices of the Contracting Authority (in an appropriate place to be made available to him) except in

<i>Par.</i>	ITEM	
		the cases where meetings or interviews or on-the-spot study of material are required.
2.22	Duration of Contract Execution	Six (6) months from the date of commencement of the implementation of the Contract Scope.

3. LEGAL FRAMEWORK

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

- a. The Coordination of Procedures on the Public Procurement and on Related Matters Law of 2016, published in the Official Gazette of the Republic of Cyprus on 28 April 2016 (Law 73(I)/2016).
- b. The 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 Management of Public Contract Implementation and Procedures for the Exclusion of Economic Operators from Public Procurement Procedures published in the Official Gazette of the Republic of Cyprus on 28 April 2016 (KDP 138/2016).
- d. The Law on the Review Procedures concerning the Award of Public Contracts of 2010, published in the Official Gazette of the Republic of Cyprus on 19 November 2010 (Law 104(I)/2010).
- e. The Regulations on the Award of Public Supply Contracts, Public Works Contracts and Public Service Contracts (use of electronic means), published in the Official Gazette of the Republic of Cyprus on 26 June 2009 (KDP 249/2009).

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

4. DETAILS OF TENDER DOCUMENTS

4.1 Contents of the Tender Documents

1. By the present Contract, the Contractor undertakes the responsibility to provide services **on the development of a study on the operation of Digital Audio Broadcasting (DAB+) in Cyprus in compliance with the terms and conditions set out in the EU**. This study will be considered in order to have the required political decisions taken (by the Deputy Minister and Council of Ministers), as well as for the formulation of the relevant technical planning and regulatory framework. The competent authorities for the operation of the DAB+ in Cyprus

- (a) How many private and public DAB+ networks have been authorised, and which spectrum of radio frequencies is being used?*
- (b) Have they authorised a pilot operation of public and/or private DAB+ networks? To what extent, for how long, and on what terms and conditions?*
- (c) Have they authorised both local and national DAB+ networks (depending on the coverage area)?*
- (d) Have they switched off the analogue transmissions from the "first day" the digital transmissions began, or they had parallel transmissions (analogue and digital)? Has there been a transitional period, for how long, under what terms and conditions, and for what reasons?*
- (e) What was the reaction of the users (take-up)?*
- (f) After the switching off of the analogue transmissions (if occurred) how is the FM band (88-108 MHz) being used?*
- (g) Have new entrants been allowed to operate and under what conditions?*
- (h) What were the options for the existing radio stations (analogue transmissions only, digital transmissions only, analogue and digital transmissions)?*
- (i) What was the procedure for authorizing DAB+ networks (competition, negotiation, direct award), and for what reasons?*
- (j) What are the authorisation fees for DAB+ networks and what are the charges for access of radio stations to DAB+ networks? Has there been a change in the authorisation fees for existing analogue FM broadcasts?*
- (k) Have other business incentives given and what are the factors to encourage the switching of existing radio stations to DAB+ networks?*

A2.2

The Contractor, after carrying out a thorough assessment of the specificities and the current situation in Cyprus, in cooperation with all stakeholders, will prepare the following:

- (a) Technical design of a DAB+ network(s) (transmission sites, transmitting power, antenna systems), on the basis of simulations, for the provision of adequate quality of service at national and local level (see ITU-R BS 2214 Planning parameters for terrestrial digital sound broadcasting systems in VHF bands). In this planning the ITU GE-06 allotments should be taken into account, as well as actual field measurements to be performed by the Department of Electronic Communications.*
- (b) Analysis of economic viability, in a thorough and methodical manner, of scenarios for the introduction/operation of DAB+ in Cyprus, on the basis of specific actions and regulatory arrangements.*

- (a) Will it be a pilot operation of DAB+? In what operating framework (terms and conditions), what will be the aim of it, and how will it affect subsequent decisions?
- (b) Will it be parallel transmission of analogue and digital networks (permanently or for a transitional period)?
- (c) Will it be a switch off of individual radio frequencies or of the entire FM band and when? What will happen to the switched off radio frequencies?
- (d) Will the authorization of new entrant radio stations be allowed, when and under what conditions?
- (e) What options will existing radio stations have (only analogue transmission, only digital transmission, both)?
- (f) Pancyprian (national) and/or local DAB+ digital networks, public and/or commercial?
- (g) How many DAB+ digital network authorisations will be granted (competition conditions) and how much spectrum will each authorisation have?
- (h) What will be the DAB+ network authorisation procedure (competition, negotiation, direct award)? In the case of a competition procedure, what is the starting price of the relevant Competition (auction)?
- (i) What is the viability of each recommendation/scenario (among other provider costs, number of digital channels, number of listeners), on the revenue-expense basis, and compared to the current situation?
- (j) Is a public information campaign needed to be launched? What is the future of existing radio devices (e.g. decoder upgrade, withdrawal)?
- (k) What are the criteria for participating in the DAB+ network authorisation process?
- (l) What are the obligations of the authorised entity (Provider) to operate DAB+ networks (e.g. geographical and/or population coverage on the basis of a specific schedule, incentives depending on the speed at which coverage is achieved)?
- (m) What is the time duration of authorisations?

For information, in the event that the authorisation of the DAB+ is decided in Cyprus, and following the above political decisions and the finalisation of the regulatory framework and technical planning, the Department of Electronic Communications will proceed for the authorisation of the individual right of use of radio frequencies, based on the procedures (auction, negotiation, direct award) in accordance to the Radiocommunications legislation.

Deliverable

D4.1

Presentation of the different options/scenarios and suggestions for obtaining the necessary political decisions

<p>Deliverable</p>	<p>D4.2</p>	<p><i>The Contractor will present the resulting options/scenarios for the national technical planning and regulation framework of the DAB+ operation in Cyprus, as well as his suggestions, with sufficient documentation and justification, at a relevant workshop, at the presence of the competent authorities, to take the necessary political decisions.</i></p> <p><i>The Contractor shall be responsible for the organization of this workshop (invitation of speakers, participating authorities and other participants, securing the venue, and covering all related costs).</i></p> <p>The document must be submitted in the greek or english language. Submission: 2 months after the acceptance of the Deliverable D3 Policy Framework, Technical Planning and Regulation for the operation of DAB+ in Cyprus</p> <p><i>After the political decisions have been taken, the Contractor will prepare the final national Policy Framework, Technical Planning and Regulation for the operation of DAB+ in Cyprus.</i></p> <p>The document must be submitted in the greek or english language. Submission: 1 month after the acceptance of the Deliverable D4.1</p>
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4.2 Environment of the Scope of the Contract

The Contractor, in the context of the implementation of the subject-matter of the Contract, should take seriously into account the following:

1. The Directive establishing the European Electronic Communications Code¹
2. The Radiocommunications Law 146(I) of 2002 (and as amended) and the Radiocommunications (Competition and Negotiation Procedures) Regulations of 2002 (and as amended), with competent authority the Department of Electronic Communications (DEC).
3. The Electronic Communications and Postal Services Regulation 112(I) of 2004 (and as amended), with competent authority the Office of the Commissioner for Electronic Communications and Postal Regulation (OCECPR).
4. The legislation of the Cyprus Radiotelevision Authority (CRTA).
5. The Radiofrequency Plan of the Republic of Cyprus and the ITU GE-06 Plan.

¹ Directive (EE) 2018/1972 <https://eur-lex.europa.eu/legal-content/el/TXT/?uri=CELEX%3A32018L1972>

6. The (analogue) Radiobroadcasting Plan of the Republic of Cyprus and the observed lack of radio frequencies due to illegal transmissions from the occupied areas.
7. Documents of other Public Consultations and Documents of other Competitions (auctions), as used in previous years.

4.3 Place of Execution of the Scope of the Contract

1. The work on the performance of the Contract Scope will be carried out at the Contractor's premises, except in cases where meetings or interviews or on-site study of material on the premises of the Contracting Authority are required. The Contractor is obliged to make a presentation of the Deliverables at the time of the submission of the Deliverables.
2. Where necessary, the Contracting Authority may request from the Contractor the "physical" presentation of the Deliverables. For example, for the Deliverables D1, D4.1 and D4.2 a 'physical' presentation is required, depending on the relevant restrictive measures permits for COVID-19.
3. Where necessary, in cases where meetings or interviews or on-site study of material on the premises of the Contracting Authority are required, these will take place within the working hours of the Public Service (Nominal Working Hours), as defined below, with the exception of public holidays of the Republic of Cyprus.

Nominal Working Hours

Monday	07.30 - 08.30 until 15.00 - 16.00
Tuesday	07.30 - 08.30 until 15.00 - 16.00
Wednesday	07.30 - 08.30 until 15.00 - 16.00
Thursday	07.30 - 08.30 until 15.00 - 16.00
Friday	07.30 - 08.30 until 15.00 - 16.00

5. RECEIPT OF TENDER DOCUMENTS AND PROVISION OF CLARIFICATIONS ON THE TENDER DOCUMENTS

5.1 Receipt of Tender Documents

Economic Operators may receive a copy of the Tender Documents, free of charge, via workspace of the tender procedure in the eProcurement System (www.eprocurement.gov.cy). Registered Economic Operators are urged to associate themselves with the competition, so as to receive notifications for any clarifications and/or addenda that may occur during this competition. Non-registered Economic Operators may register for free following the instructions available in the System. For any assistance for their registration or any other support on the use of the System, Economic Operators can contact the support team via telephone at +357 22605050 (extension 2),

It is highlighted that for anyone to be considered an Interested Economic Operator, they should be registered to the System and associated with the procedure (associate while logged in), so that any information regarding the tender can be communicated to them through the System.

5.2 Clarifications/Amendments by the Contracting Authority

The Contracting Authority may make additions, corrections or modifications of a small scale to the terms of the Tender Documents, which should be published via the e-Procurement System (**www.eprocurement.gov.cy**), in order to be made available to all interested economic operators within the period specified in paragraph 2.12.

5.3 Submission of questions in writing by the interested economic operators

1. Any clarification questions, recommendations, comments and/or remarks regarding the terms of the Tender Documents shall be submitted by interested economic operators within the period specified in paragraph 2.12. The requests for clarifications must be submitted via the relevant functionality of the e-Procurement System, accessible from the workspace of the specific tender procedure.

2. As long as clarification requests, recommendations, comments and/or remarks are requested in accordance with the above, the Contracting Authority publishes on the e-Procurement System supplementary documents and/or clarifications where deemed necessary within the period specified in paragraph 2.12, whilst a relevant notification will be dispatched automatically to all Economic Operators associated with the competition.

3. Under any circumstances, interested economic operators cannot invoke verbal responses/answers/explanations given by any public servant. The Contracting Authority is not bound by any verbal responses/answers/explanations.

6. ELIGIBILITY 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 in the sector of Public Procurement.

2. Consortia of natural and/or legal persons may submit a joint Tender on the following conditions:

- That the rate of participation of each person is stated in the Tender.

- That all persons participating in the Consortium fulfil the requirement of establishment specified in paragraph 1 above.
- 3. Consortia are not obliged to take a specific legal form either for the submission of the Tender, nor for the signature of the Contract.
- 4. Every natural or legal person may participate in the tender procedure either individually or in one consortium only.
- 5. To implement the Contract Scope, the Tenderer may use subcontractors, whom it is obliged to name in its Technical Offer, also mentioning the part of the Contract Scope that they shall undertake, in accordance with Section (B) of paragraph 8.3. It is understood that in the event the Tenderer intends to subcontract to third parties any share of the contract, the Tenderer, in preparing his Tender, has been informed on whether the same subcontractor participates in more than one (1) Tender of the same tender procedure under any capacity.

6.2 Personal situation of the Tenderer

1. To be able to sign the Contract, interested economic operators must meet the following requirements concerning their personal situation:
 - a. They must not have been convicted by final judgement for:
 - i. participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime,
 - ii. corruption as defined in Article 3 of the Convention of the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA,
 - iii. fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities of 27/11/1995,
 - iv. terrorist offences or offences linked to terrorist as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or inciting, aiding or abetting an offence as defined in Article 4 of the aforementioned Decision,
 - v. money laundering or terrorist financing, as defined in Article 2 of the national laws for the Prevention and Suppression of Money Laundering and Terrorist financing Laws of 2007 - 2016,
 - vi. child labour and other forms of trafficking in human beings in accordance with Article 2 of the Law 60(I) of 2014 on the Prevention, Fighting against Trafficking in and Exploitation of Human Beings and Protection of Victims.

It is noted that the obligation of the Contracting Authority to exclude economic operators from the procurement procedure is also applicable if the person convicted by final judgement for any of the above, is a member of an administrative, management or supervisory body of the economic operator or has powers of representation, decision or control therein.

b. They must not be in breach of their obligations relating to the payment of taxes or social security contributions as at the Contract signing date, where these have been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the Republic of Cyprus or with those of the country where they are established.

It is noted that the Contracting Authority can exclude an economic operator from participation in the procurement procedure where it can demonstrate by any appropriate means that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

c. They must not be bankrupt or the subject of insolvency or winding-up proceedings, their assets must not administered by a liquidator or by the court, they must not be in an arrangement with creditors, their business activities must not be suspended and they must not be in any analogous situation arising from a similar procedure under national laws and regulations.

d. They must not be guilty of grave professional misconduct which renders their integrity questionable, as this can be demonstrated by the Contracting Authority by appropriate means.

e. They must not have entered into agreements with other economic operators aimed at distorting competition, where the Contracting Authority has reasonably plausible indications to conclude so.

f. They must not have a conflict of interest within the meaning of Article 6 of Law, that cannot be effectively remedied without excluding them from participation in the tender procedure.

g. They must not have distorted the competition from the prior involvement in the preparation of the procurement procedure, as referred to in Article 38 of Law, unless this can be effectively remedied without excluding them from participation in the tender procedure.

h. They must not have shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions.

i. They must not be guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, must not have withheld such information or are not able to submit the supporting documents required pursuant to Article 59 of Law,

2. It is understood that if the interested economic operator is a consortium of persons, the above requirements must be met by all consortium members.

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

6.3 Technical and professional ability

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

1. They should have completed successfully at least **one (1)** contract during the programming period of 2014-2020, having as their scope the provision of services of **preparation of a National Plan for the Operation of a DAB+, in an EU Member State**, and with a participation rate of at least 50%.

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

2. They should include in the proposed Project Team which will be responsible for the implementation of the Contract Scope, as key experts, personnel whose qualifications cover the minimum required as listed in paragraph 6.5 below.

3. Pursuant to the provisions of article 63 of Law 73(I)/2016, an interested economic operator may rely on the capacities of other entities, regardless of the legal 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.

6.4 Commitment not to withdraw the Tender

1. In the eventuality that the Tenderer:

a. After the expiry of the deadline for the submission of Tenders, withdraws its Tender or a part thereof, during its period of validity, or

b. has submitted any false declaration or false certificate, or

c. Having been notified of the acceptance of its Tender by the Contracting Authority during the period of validity of the Tender, and having been notified to present himself for signing the Contract:

(i) Refuses or neglects to provide within the specified time limit any Certificate and/or other document and/or the Performance Guarantee and/or fulfil any other of its obligations deriving from his participation in the present tender procedure, or

(ii) Refuses or neglects to sign the Contract.

He may be subject to the following penalties:

- a. Declaration in default and deprivation of all of their rights to the Award of the Contract,
 - b. The penalties provided by the Law and the Regulations regarding participation in future tender procedures for the award of a public contract.
2. Furthermore, the Tenderer undertakes the obligation to pay, by way of indemnification, an amount equal to 5% of their financial offer submitted, or part thereof which has been withdrawn.
 3. The «*Commitment not to withdraw the Tender*» must be drawn up in accordance with Form 1.

6.5 Project Team Staffing

1. All executive members of the Contractor's Project Team who have a critical role in the performance of the Contract are listed as key experts. The required qualifications of the key experts of the Project Team, who could be the same natural person, for this Convention are as follows:

Key Expert 1: Contractor's Project Manager

He should have at least five (5) years of experience in a supervisory level position on the provision of services in the field of Information and Communication Technologies.

The Project Manager shall be available throughout the implementation of the scope of the Agreement.

Key Expert 2: Design and Operation DAB+

It should have at least five (5) years of experience in the design and operation of DAB+ and national regulatory framework, as well as in the sustainability of the different scenarios in relation to the benefit of users.

2. In addition to the above key experts, Tenderers may also include in the Project Team other experts, in addition to the key experts required above, if they deem that necessary, when preparing their offer, for the successful implementation of the Contract Scope.

7. PERIOD OF VALIDITY

1. The period of validity of the Tenders is the period stated in paragraph 2.16 above. Tenders specifying a shorter period of validity than the one mentioned above shall be rejected as inadmissible.

2. The validity of Tenders may be extended, if requested by the Contracting Authority, in accordance with the Regulation.

3. Should the issue of extension of the validity of the Tenders arise, the Contracting Authority shall address a written question to the tenderers prior their expiry date, as to whether they accept the extension for a specific period of time. The tenderers must reply within the period specified by the Contracting Authority and if they refuse to extend the validity of their Tenders, such Tenders shall be rejected as inadmissible.

8. FORMAT AND SUBMISSION OF TENDERS

8.1 *Time and place of submission*

1. Economic operators must submit their Tenders no later than the deadline for the submission of Tenders specified in paragraph 2.13.

2. Tenders must be submitted electronically, via the workspace of this tender procedure in the e-Procurement System (www.eprocurement.gov.cy).

3. Tenders which were submitted after the specified date and time are considered to be late and shall not be taken into consideration.

4. Tenderers are allowed to modify or withdraw their submitted Electronic Tenders through the e-Procurement System, any time prior to the deadline.

5. With the exception of the provisions of paragraph 9.4, no clarification, modification or rejection, by the tenderer, of a term of its Tender is allowed after the expiry of the deadline for the submission of Tenders.

6. Tenderers do not have the right to withdraw their Tenders or any part thereof after the expiry of the deadline for the submission of Tenders. If a Tender or any part thereof is withdrawn after this date, the Tenderer shall be subject to penalties and in particular to:

- a. Declaration of the Tenderer in default and deprivation of all of its rights to the Award of the Contract,
- b. a compensation of amount payable to the Contracting Authority equal to 5% of the Tenderer's financial offer or part thereof which has been withdrawn, and
- c. The penalties provided for by the Law and the Regulations regarding participation in future tender procedures for the award of a public contract.

8.2 Format of Tenders and Submission

1. Tenders must be drawn up as determined in the Tender Documents, and must be submitted electronically through the eProcurement system (www.eprocurement.gov.cy) in the language specified in paragraph 2.17. Manuals, if any, accompanying the Technical Offer may be submitted in the English language.
2. If the Tender contains abbreviations to denote technical or other concepts, the Tenderer must provide definitions of the abbreviations in an accompanying table.
3. All Forms / Declarations requiring signature to be submitted, must be signed by an authorised person.
4. Guidance for the preparation and submission of electronic tender can be accessed in <Help> section in the eProcurement system.

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

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

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

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

The submission of the tender is the sole responsibility of the tenderer, who should take all necessary measures, to not only start but also complete the submission of the tender within the above deadlines.

8.3 Tender Contents

All information contained in the Tender Documents and all rights thereon are the property of the Contracting Authority and the Tenderers are not entitled to the return of their Tenders by the Contracting Authority.

It is understood that any information contained in the submitted tenders and relate to personal data, will be used by the Contracting Authority for evaluation purposes and in compliance with the provisions of the Law.

The offer is subdivided into the following three sections, which include all relevant elements of the offer as follows:

A. “Eligibility Criteria” Sub-folder

1. The “Commitment not to Withdraw the Tender” (Form 1).
2. For certifying the eligibility for participation of 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 parties in the consortium, should also be submitted, stating:
 - (i) The intention of each participant to participate in the consortium,
 - (ii) The participation rate of each member in the consortium,
 - (iii) The consortium member to act as the leader of the consortium, and
 - (iv) The person appointed as Representative of the consortium.
3. For certifying the technical and professional ability of the Tenderer, the following:
 - a. A list of the personnel employed by the Tenderer under a permanent employment relationship, using Form 9.
 - b. A list of a maximum of ten (10) contracts, using Form 9.
 - c. Documentation for the successful implementation of the contracts, as follows:

i.If the Employer is a Public Entity, a relevant certificate issued by the competent Public Authority.

ii.If the Employer is a private entity, a certificate from that private entity or, failing this, a simple declaration by the Tenderer in which contact details are given of a person at the entity where the contract was executed.

4. If the Project Team includes key experts who are not in the permanent employment of the Tenderer, declarations by these persons, stating that a relevant cooperation agreement with the Tenderer exists and that they accept the terms of the tender procedure.

5. If the Tenderer relies on the capacities of other entities within the meaning of related items in subparagraph (4) of paragraph 6.3, submission of declarations by these entities, whereby they guarantee to the Contracting Authority that, should the Tenderer be appointed Contractor, they shall place at its disposal the necessary resources as appropriate (Form 10).

It is understood that in such a case, the supporting documents of items (3) and (4) above should also include the information/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 declarations by these experts as requested by paragraphs 5 above and the “Technical Part” Sub-folder, is **not** required.

B. “Technical Part” Sub-folder

1. The Technical Offer (Form 3) as well as the analysis of the terms of references, as described in paragraph 4.1. The analysis should include the subcontractors that the Tenderer intends to use and the precise part of the Contract Scope that they shall implement

2. CVs of the other experts participating in the Project Team, using Form 2.

C. “Financial offer” Sub-folder

1. The “Financial Offer” (Form 4), which includes the total value for the performance of the Scope of the Contract.

Any other way of writing the Offer is not acceptable and the Tender, in such a case, shall be rejected as inadmissible.

9. CONDUCT OF THE TENDER PROCEDURE

9.1 *Opening of Tenders*

1. The opening of the tenders submitted in time in the e-Procurement System shall be carried out by authorised persons, after the expiry of the deadline for the submission of tenders as shown in paragraph 2.13, as described in the Regulations mentioned in paragraph 3.1(d).

2. For the purpose of safeguarding the basic principles of public procurement, and more specifically that of transparency, upon the opening of the “Financial Offer” Sub-folder, the prices submitted by the Tenderers shall be automatically visible in the System, by all interested parties, with the reservation that the recorded prices have not undergone any sort of evaluation.

9.2 *Verification of eligibility for participation*

1. The Competent Body shall first verify the fulfilment of the requirements for participation as well as the correctness and completeness of the submitted supporting documents. The results of this verification should be recorded in a form.

2. If the verification procedure establishes that there are Tenders which do not meet the requirements or the disqualification reasons of paragraph 6.2(1)(a)-(i) are valid, and having considered any actions that have been declared pursuant to paragraph 6.2(3), the Contracting Authority considers such Tenders as inadmissible, their Technical Offers shall not be evaluated and their Financial Offers is not opened. Such Tenders shall be rejected by the Contracting Authority, through its Competent Body.

9.3 *Tender Evaluation*

1. The Competent Body for Evaluation shall proceed with the evaluation of the Offers submitted in order to establish their completeness and determine whether or not they meet the requirements and specifications of the Contract Scope, as described in the sub-folder B of paragraph 8.3. Any Offers, that do not have accepted Technical Offers, are classified as rejected and their Financial Offer is not evaluated.

2. The Competent Body shall verify the contents of the Financial Offer Sub-section, to determine the degree to which they meet the requirements of the Tender Documents, in accordance to the sub-folder C of paragraph 8.3. If the verification procedure establishes that there are Tenders which do not satisfy the relevant terms and conditions as required by the Tender Documents, then the Contracting Authority, through its Competent Body, shall reject these Tenders.

3. Where the Competent Body considers a Financial Offer to be abnormally low, the Competent Body must request in writing the Tenderer to supply, within ten (10) days of being requested to do so, those clarifications

about the composition of its Offer which the Competent Body may deem advisable, as per the provisions of article 69 of Law 73(l)/2016. The Competent Body shall examine the clarifications and shall decide whether to accept or reject the tender.

9.4 Clarifications on the Tenders

1. The Contracting Authority may, request a Tenderer to provide clarifications regarding the contents of its Tender, throughout the evaluation procedure. In such a case, the provision of clarifications is mandatory for the Tenderer and is not considered to be a counter-offer.
2. Where information or documentation to be submitted by economic operators is or appears to be incomplete or erroneous or where specific documents are missing, the Contracting Authorities may request the economic operators concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit provided that such requests are made in full compliance with the principles of equal treatment and transparency. Economic operators in this case are obliged, under penalty of disqualification, to supply such missing information within **five (5)** working days from the day on which they are requested to do so.
3. From the clarifications supplied by Tenderers in accordance with the above, only those concerning the issues for which they were requested shall be considered.

9.5 Conclusion of the Evaluation

1. The Competent Body shall make the final classification of the Offers, in ascending order of the price offered.
2. If two or more Bidders, during the evaluation stage of their Financial Offers, are found to have submitted the same Financial Offer, which corresponds to the lowest price among all the Financial Offers evaluated, then the selection of the Contractor shall take place by draw, in the presence of the Bidders.

10. CONCLUSION OF THE TENDER PROCEDURE

10.1 Award of Contract

1. Without prejudice to the right of the Competent Body to cancel the tendering procedure or to reject any tender at any stage of the procedure, the Contract is awarded to the Tenderer whose Tender is found, after the

conclusion of the evaluation procedure, to be the Tender with the most economically advantageous tender based on price.

10.2 Notification of the results of the tender procedure

1. The Contracting Authority shall inform the candidate Contractor of the Award Decision.
2. The Contracting Authority shall notify the Tenderers of the decision taken and of the reasons for it, as per the provisions of article 54 of Law 73(I)/2016.

10.3 Cancellation of the tender procedure

1. The tender procedure may be cancelled before the specified deadline for the submission of Tenders for specific and justified reasons, by decision of the Contracting Authority.
2. Cancellation of the tender procedure after 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 cannot 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. When there is no approval for additional required budget in the case that the final award amount is expected to exceed the amount originally approved before the call for tender was published, or
 - f. 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.

10.4 Drawing up and signature of the Agreement

1. The Tenderer who has been awarded the Contract is obliged to present himself, within a period of twenty (20) days of receipt of the relevant invitation of the Contracting Authority, for signing the relevant Agreement (Part B of the Tender Documents). If the aforementioned deadline expires and the Tenderer has not presented himself to sign the Agreement, then he shall be declared in default of the Award made to him and of all rights deriving from it, and the Tenderer shall be subject to the penalties refer to in paragraph 6.4.
2. In such a case, the Contracting Authority has the right to refer the matter back to the Competent Body, with a view to awarding the Contract to the Tenderer who has submitted the next, as per the ranking of paragraph 9.5.(1). Understood that the Tenders are valid at the date of award.
3. The Tenderer who has been awarded the Contract is obliged to present himself for signing the Agreement, also providing the following items:
 - a. The Certificates / Declarations contained in the relevant Table Form 8,
 - b. The authorisation documents for the person who shall sign the Agreement,
 - c. In the case of a consortium of persons, a final Cooperation Agreement determining the participation rate of each member in the consortium, the legal representative of the consortium and the consortium member to act as the leader of the consortium. It is understood that this information cannot be different from that defined in the cooperation agreement of of paragraph 8.3.
 - d. The Performance Guarantee for the Contract, the amount of which must cover 5% of the Contract price.
The Performance Guarantee (Form 5) may be submitted in the Greek or English language.
4. The stamp duties of the Agreement to be signed shall be fully borne by the Contractor.

PART B: AGREEMENT

On the **<name of town/city which the Agreement is signed>**, today in **<date of Agreement signature>**, day **<day>**, at **< Contracting Authority address, where the Agreement is signed >**,

of the one part,

The **Department of Electronic Communications**, and legally represented by the **Director of the Department of Electronic Communications**, hereinafter “Contracting Authority”,

of the other part,

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

have agreed as follows:

ARTICLE 1: STRUCTURE OF THE CONTRACT

1. It is explicitly agreed that the Contract consists of the following documents, which form integral parts of it:
 - a. The present Agreement.
 - b. The Tender Documents
 - c. The Contractor’s Tender as submitted on **<date of submission of tender>** and any correspondence relating thereto between the Contracting Authority and the Contractor.

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

ARTICLE 2: CONTRACT SCOPE

1. By the present Contract, the Contractor undertakes to provide services **< Development of a Study on the Operation of Digital Audio Broadcasting (DAB+) in Cyprus >** in accordance with the terms and conditions laid down in the Contract.
2. The subject matter of the Contract to be performed by the Contractor is as described in its offer of the date of **<date of submission of Contractor's tender>**, as well as in Article 4 of Part A of the tender documents.

ARTICLE 3: DATE OF COMMENCEMENT AND PERIOD OF IMPLEMENTATION

1. The present Contract shall enter into effect as of the time of its signature.
2. The date of commencement of the performance of the Contract Scope shall be determined by an administrative order to be issued by the Project Manager after entry of the Contract into effect, and shall not be later than **fifteen (15) calendar days** from such entry into effect.
3. The period of implementation of the Contract Scope shall be **six (6) months** from the date of commencement of the performance of the Contract Scope.

ARTICLE 4: AUTHORISED REPRESENTATIVES - NOTICES

1. The Contractor appoints as Manager Mr/Mrs **<name and surname>**, who shall be fully responsible for the execution of the Contract Scope and for the management of the Project Team.
2. The Contracting Authority shall appoint a Project Coordinator for the management of the Contract, the name of which will be communicated to the Contractor.
3. Any notice, consent, approval, certificate or decision by any person required under the Contract shall be in writing, unless otherwise specified in the Contract.
4. Any verbal instructions or orders shall take effect as of their transmission and shall be subsequently confirmed in writing.

ARTICLE 5: ASSIGNMENT

1. An assignment is any agreement whereby the Contractor transfers the Contract or part thereof to a third party without the prior written consent of the Contracting Authority.
2. Approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the Contract already executed or for the part not assigned.

ARTICLE 6: 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 as 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.
4. The Contracting Authority shall, within a reasonable time 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 the part of the Contract Scope assigned to a subcontractor by the Contractor cannot be assigned to third parties by the subcontractor.
6. 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.
7. If a subcontractor is found by the Contracting Authority to be incompetent in discharging its duties, the Contracting Authority may request the Contractor forthwith, either to provide a new subcontractor as a replacement, or to undertake itself the performance of the services.

ARTICLE 7: SPECIFIC OBLIGATIONS OF THE CONTRACTING AUTHORITY

1. The Contracting Authority shall co-operate with the Contractor for providing necessary information/documents which the latter may reasonably request in order to execute the Contract. Such documents shall be returned to the Contracting Authority at the end of the period of execution of the Contract.

ARTICLE 8: SPECIFIC OBLIGATIONS OF THE CONTRACTOR – CONFIDENTIALITY MAINTENANCE AND GUARANTEE RESPONSIBILITY

1. All documents, data and information which the Contractor receives are confidential. Any disclosure of information may not be made without the prior written consent of the Contracting Authority. In the event of a dispute over the publication or disclosure of information, the decision of the Contracting Authority will be final.
2. In the case of Contracts relating to matters relevant to the processing of personal data, the Contractor warrants that it will respect and comply with all applicable laws and regulations on the protection of individuals

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

ARTICLE 9: OWNERSHIP

All Contract deliverables, as well as any and all other relevant document or material acquired, compiled or prepared by the Contractor in the execution of the Contract, shall fall into the absolute property of the Contracting Authority at the end of the period of execution of the Contract. The Contractor may keep copies of the above, but may not use them for purposes other than the Agreement.

ARTICLE 10: CONTRACT VALUE

1. The Contract Value amounts to **<amount in words (amount in numbers)>** Euro. The amount is exclusive of VAT.
2. The Contract Value includes all kinds of costs and expenses of the Contractor in connection with the performance of the Contract assigned to him, as well as all kinds of reservations and any other charges, provided for by the Cyprus Legislation. The value of the Agreement shall relate to all the services referred to in Article 2 of this Agreement.

ARTICLE 11: PROCEDURE FOR PAYMENT

1. Upon commencement of the Contract, the Contractor shall notify in writing to the Contracting Authority the bank account to which it wishes the payments of the Contract Value to be made by completing the Form provided by the Contracting Authority. 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. The Contracting Authority reserves the right to oppose the Contractor's choice of bank account.
2. The payments shall be made in euro accordance with the following schedule:

Payment to the Contractor, amounting to 20% of the contractual value, with each final qualitative and quantitative acceptance of the deliverables D1, D2, D3, D4.1 and D4.2 of the Contract (Part A, Paragraph 4.1) and provided that the relevant invoices and other accompanying payment documents are presented by the Contractor.

3. In accordance to the provisions of N.38(I)/2014 for the Accounting, Financial Management and Financial Control of the of the Republic (Revised) Law of 2014, which has been published in the Official Gazette of the Republic on 28.3.2014, the Accountant General of the Republic may, during the conducting of any payment to the Contractor in accordance to the present contract, withhold any amount due by the Contractor to any Ministry, Department, Independent Service or other special fund of the Republic.

ARTICLE 12: MONITORING AND CONTROL OF IMPLEMENTATION OF THE CONTRACT

1. The monitoring and control of the implementation of this Agreement and the receipt of the Scope of the Contract shall be carried out by the Coordinator/Monitoring Committee that has been set up. In this context, the responsibilities include:

- a. the timely provision of guidance to the Contractor.
- b. the contractual supervision, the formulation of observations and objections and the receipt of deliverables, and the proposal to the institutions responsible for issuing a payment order to the Contractor.

2. In particular, for the receipt of the Contractor's deliverables, the timely or non-timely submission and the conformity of the deliverable content shall be examined in accordance with Article 2 of this Contract.

3. Any deliverable shall be deemed to have been received definitively and unconditionally if, within **fifteen (15) days** of its delivery to the Contracting Authority, no instructions relating to the specifications and terms of this Agreement are submitted in writing to the Contractor.

4. Where written observations are submitted within the above period, the Contractor must take them into account and make the necessary adjustments to the deliverable within **fifteen (15) days** of the submission of the relevant observations, and then resubmit the deliverable to the Contracting Authority. At this stage the written observations concern only the adaptation of the deliverable to the original written instructions and are made within **fifteen (15) days** of the submission of the deliverable. If this period has expired, the deliverable shall be deemed to have been definitively received.

5. Upon the final receipt of each deliverable, the contractor's obligation shall be deemed to be fulfilled. Upon the final receipt of the last deliverable, the contractor's work is completed and this is the final receipt of the Scope of the Contract.

6. At least **ten (10) days** before the deadline for the submission of each deliverable, the Contractor may request in writing a reasonable extension of the time limit for its submission. The application shall be addressed to the Contracting Authority, which shall decide on this before the expiry of the time limit for submission referred to in the contract for the respective deliverable.

7. The deadlines for the submission of Deliverables may be extended by the Contracting Authority in accordance with the procedures in force.

ARTICLE 13: PENALTIES FOR DELAY

1. In the event of a delay in the performance of work or in the submission of a deliverable under the Contract for which the Contractor is responsible, a Penalty for Delivery Delay shall be imposed.

2. Such penalty shall amount to a per cent rate of **ten per cent (10%)** of the daily Contract Value of the work or of the deliverable, for every day of delay of delivery.

3. Any penalties imposed by the Contracting Authority in accordance with the above paragraphs shall be withheld from the next payment to the Contractor or, if such payment is insufficient, shall be collected through forfeiture of an equivalent amount of the Performance Guarantee and/or Advance Payment Guarantee.

4. In the event that the delivery periods set have been exceeded and the penalties for delay imposed in connection therewith have reached in total **five per cent (5%)** of the Contract Value, the Contracting Authority may declare the Contractor in default and terminate the Contract, the specific provisions of Article 15 applying.

ARTICLE 14: PERFORMANCE GUARANTEE

1. As a guarantee for the faithful performance of the terms of the Agreement, the Contractor has provided, at the time of signature of this Contract, the No. **<performance guarantee number >** performance guarantee of **<Bank name>** Bank, of amount **< amount in words (amount in numbers Euro) >**.

2. The Performance Guarantee must remain in effect one month after the completion of the contract scope and shall be returned to the Contractor after the final acceptance of the Contract Scope.

3. The guarantee provided for in this Article shall cover the faithful application by the Contractor of all the terms of the Agreement.

4. The Guarantee, provided for in this paragraph, shall be issued by financial 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 have signed and ratified 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 these countries.

5. The guarantee must be submitted in the **greek or english** language.

ARTICLE 15: TERMINATION OF THE CONTRACT – SETTLEMENT OF DISPUTES

1. The Contracting Authority may terminate the Contract, if the Contractor is substantially unable to fulfil its contractual obligations.
2. The Contracting Authority shall be entitled, with written notice to the Contractor, to suspend part or all payments, if the Contractor defaults on any terms of the Agreement or has not fulfilled its obligations.
3. If the conditions referred to in paragraph 1 continue for fourteen (14) days from the date of the notice, then the Contracting Authority may, if it so wishes, terminate the Contract by giving written notice of thirty (30) days.
4. Upon receiving notice of termination of the Contract, the Contractor shall take immediate measures to bring the Services to a prompt and orderly close and in such a way as to keep costs to a minimum.
5. With the termination of the Agreement no payment is due to the Contractor, except for services performed satisfactorily, before the date of termination of the Agreement and for services performed for the smooth termination of the Contract.
6. In any case where the Contracting Authority is entitled to damages, it may deduct them from any amounts due to the Contractor or be settled through the faithful performance guarantee.
7. In the event that the damage found by the State exceeds the amount of the faithful performance guarantee, the Contractor shall be required to cover within a set period, the damage suffered by the State.
8. The Courts of the Republic of Cyprus are responsible for resolving any dispute relating to the Convention that may arise between the Parties and which cannot be settled.

ARTICLE 16: REPLACEMENT OF PERSONNEL

1. The Contractor shall not make changes to the personnel agreed under the terms of the Contract, without the approval of the Contracting Authority.
2. Moreover, in the course of the execution of the Contract and on the basis of a written and justified request, the Contracting Authority may request a replacement if it considers that a Project Team member is inefficient or does not perform its duties under the Contract.

3. Where a Project Team member must be replaced, the replacement must meet the minimum qualification criteria as set in the tender documents. In cases where the evaluation process involved the marking of the project team, the replacement should meet at least the marks granted by the member to be replaced. Where the Contractor is unable to provide such a replacement, the Contracting Authority may either decide to terminate the Contract, if the due execution thereof is jeopardised, or, if it considers that this is not the case, accept the replacement, it being understood that an amendment of the Contract shall follow to reduce accordingly the Contract Value.

4. Any expenses which may be necessary due to the replacement of personnel are the responsibility of the Contractor. Where the Project Team member is not replaced immediately and sometime elapses before the new member assumes its duties, the Contracting Authority may request the Contractor to assign temporarily to the project another person pending the arrival of the new member, or to take other measures to compensate for such temporary absence.

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

ARTICLE 17: PROTECTION OF EMPLOYEES

1. The Contractor must fulfil its obligations deriving from the provisions of the legislation in force in the Republic of Cyprus, in relation to the protection of its employees and to working conditions.

2. The Contractor is obliged to insure its personnel with the competent insurance organisations and maintain such insurance in effect throughout the execution of the Contract Scope, and shall ensure that its subcontractors shall do the same.

3. The Contracting Authority undertakes that it shall take all appropriate measures for the protection and safety of the personnel of the Contractor and of its subcontractors in the event that implementation of the Contract Scope shall take place at its own premises, and especially that it shall advise the Contractor in writing of the peculiarities, if any, of its premises.

ARTICLE 18: APPLICABLE LAW

1. All matters not covered by the Contract shall be governed by the legislation of the Republic of Cyprus and will fall under the jurisdiction of the Cyprus Courts of Justice.

ARTICLE 19: AMENDMENTS

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.

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:

Signature:

Title:

Name:

Witnesses:

1. Signature:

Name:

2. Signature:

Name:

For and on behalf of the Contractor:

Signature:

Title:

Name:

Witnesses:

1. Signature:

Name:

2. Signature:

Name:

« Place stamp duties here »

PART C: TEMPLATES FOR FORMS

FORM 1:	COMMITMENT NOT TO WITHDRAW THE TENDER
FORM 2:	CV
FORM 3:	TECHNICAL OFFER
FORM 4:	FINANCIAL OFFER
FORM 5:	PERFORMANCE GUARANTEE
FORM 5A:	PERFORMANCE GUARANTEE (ENGLISH)
FORM 6:	ADVANCE PAYMENT GUARANTEE – NOT APPLICABLE and NOT INCLUDED
FORM 7:	SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION
FORM 8:	LIST OF CONTRACTOR'S CERTIFICATES
FORM 9:	TECHNICAL AND PROFESSIONAL ABILITY
FORM 10:	DECLARATION OF OTHER ENTITIES

FORM 1

COMMITMENT NOT TO WITHDRAW THE TENDER

Tender No.

1. We refer to the offer we have submitted for, which is valid for the period specified in the tender documents and which, under the terms of the tender, tenderers have no right to withdraw.

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

The following penalties may be imposed to us:

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

Signature of Tenderer or its Representative:

Signatory Name:

Identity Card / Passport No. of Signatory:

Capacity of Signatory:

Date:

DetailsTenderer¹:

Name of the Tenderer:

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

FORM 2

CV

Proposed Position in the Project Team:

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

5. **Education:**

<i>Name of Institution</i>	<i>Period of Attendance</i>		<i>Degree / Certificate acquired</i>
	<i>From</i>	<i>To</i>	

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

<i>Language</i>	<i>Reading</i>	<i>Writing</i>	<i>Speaking</i>

7. **Membership of professional bodies:**

8. **Other skills:** (e.g. computer literacy)

9. Present position in the organisation: (State the current employment - position in an Enterprise, Public or Private Sector Organisation, activity as freelance professional etc.)

10. Key qualifications: (State the key qualifications and capabilities of the person as these arise from his professional and other experience to date)

11. Professional experience record:

<i>Company / Organisation</i>	<i>Period</i>		<i>Position</i>	<i>Description of Duties*</i>
	<i>From</i>	<i>To</i>		

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

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

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

13. Other related data/information:

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

FORM 3

TECHNICAL OFFER

To: Department of Electronic Communications

Subject: Development of a Study on the Operation of Digital Audio Broadcasting (DAB+) in Cyprus

Tender procedure no.:

Closing date for the submission of tenders:

1. *After examining the Tender Documents and after developing a full understanding of the Contract Scope, we the undersigned undertake to commence, execute and complete the Contract Scope in accordance with the Tender Documents and our attached Technical Offer, and for the price that we state in our Financial Offer.*
2. *Should our offer be accepted, we undertake to commence the execution of the Services on the date stated in the contract.*
3. *We agree that our present Offer shall be valid for a period of time equal to that stated in Article 7 of Part A of the Tender Documents, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.*

Signature of Tenderer or
of Tenderer's Representative

Name of signatory

Identity Card / Passport No. of signatory

Capacity of signatory

Details of Tenderer¹

Name of Tenderer

Country of establishment

Address..... P.O. Box

Address for communication (if different)

P.O. Box

Contact tel. no. Contact fax no.

VAT Register No.

(country of enrolment on the VAT Register)

Date

Witness (Name, Signature and Address)

.....
.....

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

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

FORM 4

FINANCIAL OFFER

To: Department of Electronic Communications

Subject: Development of a Study on the Operation of Digital Audio Broadcasting (DAB+) in Cyprus

Tender procedure no.:

Closing date for the submission of tenders:

1. *After examining the terms of the Tender Documents and after developing a full understanding of the contract scope, we the undersigned undertake to commence, execute and complete the scope of the contract, in accordance with the Tender Documents and our Technical Offer, for the total amount of €(in full Euro and cent), plus VAT.*
2. *The total amount of the offer is analysed in the attached Financial Offer Analysis Table.*
3. *Should our offer be accepted, we undertake to deposit a Performance Guarantee, (if required) for the amount and in the format specified in the Tender Documents, and to commence the execution of the Services within the time limits provided for in the conditions of the Agreement and to complete them within the time limits stated in the Tender Documents and our Offer.*
4. *We agree that our present Offer shall be valid for a period of time equal to that stated in Article 7 of Part A of the Tender Documents, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.*
5. *Until an official Agreement is prepared and signed, our present Offer, together with your written acceptance, shall constitute a binding Contract between us.*

FINANCIAL OFFER ANALYSIS TABLE				
	Number of experts	Person-months / Person-days of employment	Fee for person-month / person-day (in EURO)	Total Amount (in EURO)
- Project Manager				
Activity 1 / Deliverable 1²				
- Key experts				
- Other experts				
Activity 2 / Deliverable 2				
- Key experts				
- Other experts				
Activity / Deliverable				
- Key experts				
- Other experts				
Total Financial Offer				

² Depending on the nature and particular characteristics of the project, the Contracting Authority should decide whether to request an analysis of the remuneration by activity or by deliverable, and should adapt accordingly the Financial Offer Analysis Table. For projects with many deliverables which are not self-contained but are grouped together to make up a self-contained activity, it is recommended to request an analysis by activity. In contrast, for projects with a small number of self-contained deliverables, the analysis by deliverable is recommended.

FINANCIAL OFFER ANALYSIS TABLE³			
Name and surname	Person-months of employment	Fee for person-month / person-day (in EURO)	Total amount (in EURO)
Project Manager			
Key expert 1			
Key expert 2			
Key expert 3			
etc.			
Other experts 1			
Other experts 2			
Etc.			
Total Financial Offer			

Signature of Tenderer or
of Tenderer's Representative
Name of signatory
Identity Card / Passport No. of signatory
Capacity of signatory
Date

Details of Tenderer¹
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.

³ This particular Financial Offer Analysis Table shall be used for fee-based contracts.

FORM 5

PERFORMANCE GUARANTEE
ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΠΙΣΤΗΣ ΕΚΤΕΛΕΣΗΣ

Ημερομηνία λήξης

Προς: Τμήμα Ηλεκτρονικών Επικοινωνιών
(από εδώ και στο εξής καλούμενου «η Αναθέτουσα Αρχή»)

Αξιότιμε Κύριε,

Εγγυητική Επιστολή Αριθμός-----

Συμβόλαιο Αρ.-----

Επειδή έχουμε πληροφορηθεί ότι έχετε συμβληθεί με τους κυρίους -----
----- (από εδώ και στο εξής καλούμενων «ο Ανάδοχος») για την
κατασκευή/εκτέλεση/παροχή του/της -----
----- (από εδώ και στο εξής του συμβολαίου αυτού καλούμενου «το Συμβόλαιο») με
Ποσό Συμβολαίου € -----, (ολογράφως -----
----- Ευρώ και -----σεντ) και επειδή οι Όροι του Συμβολαίου προνοούν την
παροχή εγγύησης για την πιστή εκτέλεση του Συμβολαίου αυτού για ποσό ίσο με ποσοστό -----
εφαρμοζόμενου επί του Ποσού Συμβολαίου, εμείς, το πιο κάτω υπογράφων χρηματοπιστωτικό ίδρυμα, κατόπιν
αιτήματος του Αναδόχου, παραιτούμενοι από κάθε δικαίωμα ένστασης και επιφύλαξης για το πιο πάνω
Συμβόλαιο ή οποιαδήποτε τροποποίηση αυτού, με το παρόν έγγραφο, αμετάκλητα και ανεξάρτητα από
οποιαδήποτε ένσταση από μέρους του Αναδόχου και χωρίς αναφορά σ' αυτόν, εγγυούμεθα να σας
πληρώσουμε χωρίς καθυστέρηση (και το αργότερο εντός 3 εργάσιμων ημερών) στην πρώτη γραπτή απαίτησή
σας, οποιοδήποτε ποσό θα απαιτηθεί από εσάς μέχρι ποσού € ----- (ολογράφως) -----
----- Ευρώ
και ----- (σεντ), έναντι γραπτής σας δήλωσης ότι ο Ανάδοχος έχει αρνηθεί ή
παραλείψει να εκπληρώσει ή δεν έχει εκπληρώσει και/ή έχει παραβιάσει οποιοδήποτε όρο του Συμβολαίου. Σε
περίπτωση υποβολής τμηματικών απαιτήσεων το ποσό της εγγύησης θα μειώνεται ανάλογα με τα ποσά που
θα πληρώνονται.

2. Νοείται ότι οποιαδήποτε αλλαγή, τροποποίηση, προσθήκη ή διόρθωση η οποία δυνατό να γίνει στο
Συμβόλαιο, ή οποιοσδήποτε διακανονισμός σχετικά με αυτό, δεν θα μας απαλλάξει από την ευθύνη μας που
απορρέει από την παρούσα Εγγυητική Επιστολή και δια του παρόντος παραιτούμεθα απόλυτα από το δικαίωμα
μας να συγκατατεθούμε ή να λάβουμε ειδοποίηση ή γνώση για οποιαδήποτε τέτοια αλλαγή, τροποποίηση,
προσθήκη, διόρθωση, ή διακανονισμό.

3. Η Εγγύηση αυτή θα έχει ισχύ μέχρι και συμπεριλαμβανομένης της ημερομηνίας λήξης που αναγράφεται
ανωτέρω και μέχρι την ημερομηνία αυτή (ή, εάν η ημερομηνία αυτή είναι τραπεζική αργία, μέχρι και

συμπεριλαμβανομένης της αμέσως προηγούμενης ημέρας που δεν είναι τραπεζική αργία) θα πρέπει να έχουμε λάβει οποιαδήποτε απαίτησή σας. Μετά την παρέλευση της ως άνω ημερομηνίας λήξης, και νοουμένου ότι μέχρι τότε δεν θα έχει ληφθεί από εμάς οποιαδήποτε γραπτή απαίτησή σας, η Εγγυητική Επιστολή θα θεωρείται άκυρη είτε έχει επιστραφεί σε εμάς είτε όχι.

4. Η Εγγυητική Επιστολή θα διέπεται από και θα ερμηνεύεται με βάση και σύμφωνα με τους νόμους της Κυπριακής Δημοκρατίας και θα εμπίπτει στη δικαιοδοσία των Κυπριακών Δικαστηρίων.

Διατελούμε,

[Χρηματοπιστωτικό Ίδρυμα]
(υπογραφή και σφραγίδα)

{ Επικολλήστε εδώ }
Χαρτόσημα

Ημερομηνία:

FORM 5A

PERFORMANCE GUARANTEE

Expiry date -----

To: DEPARTMENT OF ELECTRONIC COMMUNICATIONS
(hereinafter referred to as "the Contracting Authority")

Dear Sirs,

Guarantee no -----

Contract no -----

We have been informed that you have entered into a contract with -----
----- (hereinafter referred to as "the Consultant") for -----
----- (hereinafter referred to as "the Contract"),
with contract amount of € ----- (in words -----
----- Euro) (hereinafter referred to as "the Contract Amount"), and that the terms of the
Contract require the provision of a performance guarantee for an amount equal to ----- percent of the Contract
Amount.

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

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

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

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

Sincerely,

[Bank/Credit Institution]
(signature and stamp)

{ Place stamp duties }
here

Date:

FORM 7

SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION

To: Department of Electronic Communications

Subject: Development of a Study on the Operation of Digital Audio Broadcasting (DAB+) in Cyprus

Tender procedure no.:

I solemnly declare that:

- a. *I have not been convicted for:*
- i. *participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime,*
 - ii. *corruption as defined in Article 3 of the Convention of the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA,*
 - iii. *fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities of 27/11/1995,*
 - iv. *terrorist offences or offences linked to terrorism as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or inciting, aiding or abetting, an offence as defined in Article 4 of the aforementioned Decision,*
 - v. *money laundering or terrorist financing as defined in Article 2 of the national laws for the Prevention and Suppression of Money Laundering and Terrorist Financing, Laws of 2007 - 2016,*
 - vi. *child labour and other forms of trafficking in human beings in accordance with Article 2 of the Law 60(I) of 2014 on the Prevention, Fighting against Trafficking in and Exploitation of Human Beings and Protection of Victims.*

It is noted that the Contracting Authority's obligation to exclude me from the procurement procedure is also applicable if the person convicted by final judgement for any of the above, is a member of an administrative, management or oversight body of my organisation or has powers of representation, decision or control therein.

- b. *I am not guilty of grave professional misconduct which renders my integrity questionable.*

- c. *I have not entered into agreements with other economic operators aimed at distorting competition.*
- d. *I do not have a conflict of interest within the meaning of Article 6 of Law that cannot be effectively remedied without excluding me from participation in the tender procedure.*
- e. *I have not distorted the competition from my prior involvement in the preparation of the procurement procedure, as referred to in Article 38 of Law that cannot be effectively remedied without excluding me from participation in the tender procedure. I have not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions. I have not been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria and I have not withheld such information and I am able to submit the supporting documents required pursuant to Article 59 of Law.*

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

.....

Signature:

Name of signatory:

Identity Card / Passport No. of signatory:

Capacity of signatory

Details of Tenderer or consortium participant <delete as appropriate>

Name:

Country of establishment: *Address:*

.....*P.O. Box:*.....

Address for correspondence (if different)

.....*P.O. Box:*.....

Contact tel. no. *Contact fax no.*

FORM 8

LIST OF CONTRACTOR'S CERTIFICATES

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

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

- *The Tax Department {(Form no. T.Φ.2004}2018)*
 - *The Department of Social Insurance Services (for employers, Form Y.K.A. 2-022, and for self-employed persons, Form Y.K.A. 2-023)*
4. *Solemn Declaration Certifying the Tenderer's personal situation (Form 2). If the Tenderer relies on the capacities of other entities, then the Solemn Declaration Certifying the personal situation must be submitted for those entities too.*
 5. *If the Contractor is a Consortium, the above certificates must be submitted by all Consortium members as required in paragraph 6.2(2) of Part A of the Tender Documents. Where the country in question does not issue the above certificates, they may be replaced by a declaration on oath by the Contractor or, in countries where there is no provision for declarations on oath, by a solemn declaration made by the Contractor before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country where the Contractor is established.*

Note:

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

- *Are original or certified copies*
- *Are issued within three months prior the signing the contract.*

FORM 9

TECHNICAL AND PROFESSIONAL ABILITY

1. EXPERIENCE OF THE TENDERER

Please complete the table below listing the data of contracts as requested in paragraph 6.3. Part A of the Prequalification Documents and which the entity is currently implementing or has implemented during the last 5 years. The number of such contracts must not exceed 10)

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

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

3. KEY EXPERTS OF THE PROJECT TEAM

For documenting the professional experience and qualifications of the Project Team members, as these are specified in paragraph 6.5 of Part A of the Tender Documents, please attach to this Form detailed CVs of these persons, in the format of Form 2.

FORM 10

DECLARATION OF OTHER ENTITIES

To: Department of Electronic Communications

Subject: Development of a Study on the Operation of Digital Audio Broadcasting (DAB+) in Cyprus

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 analysed.