

**REQUEST FOR TENDERS**

**FOR**

**“Supply of Radar Wind Profiler (RWP)”**

**TENDER No. FRC-01.2025**

The Project **“CYPRUS GNSS METEOROLOGY ENHANCEMENT (CYGMEN)”** is implemented under the framework of the Cohesion Policy Programme **“THALIA 2021-2027”** of the Cyprus Government with co-funding by the European Union

**Nicosia, 10 January 2025**



**Co-funded by  
the European Union**



Republic of Cyprus

**CYGMEN**

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## PART A: INSTRUCTIONS TO ECONOMIC OPERATORS

## 1. INTRODUCTION

The *Frederick Research Center* invites quotations for the *Supply of a Radar Wind Profiler*.

## 2. KEY DETAILS OF THE TENDER PROCEDURE

Par.	I T E M	
2.1	Tender No.	FRC-01.2025
2.2	Estimated Value	Three Hundred and Seventy thousand euro (€370.000), excluding VAT.
2.3	Financing	The Project "CYPRUS GNSS METEOROLOGY ENHANCEMENT" is implemented under the framework of the Cohesion Policy Programme "THALIA 2021-2027" of the Cyprus Government with co-funding by the European Union
2.4	Tender procedure	Open tender procedure for the award of a supply contract.
2.5	Award Criterion	Most economically advantageous tender.
2.6	Contracting Entity	Frederick Research Center
2.7	Competent Official	Christina Oikonomou 7, Gianni Freiderikou Street, 1036 Nicosia, Cyprus Tel. +357 22394394, Ext. 46110 Email: <a href="mailto:res.ec@frederick.ac.cy">res.ec@frederick.ac.cy</a>
2.8	Method and Place for receipt of the Tender Documents	Free of charge, via the website <a href="https://frederick.ac.cy/procurement">https://frederick.ac.cy/procurement</a>
2.9	Deadline for the Submission of Comments / Questions / Recommendations  Dispatch of answers by the Contracting Entity	<ul style="list-style-type: none"> <li>By 03/02/2025</li> <li>By 07/02/2025</li> </ul>
2.10	Deadline for the Submission of Tenders	by 15:00 (CET) hours of 14 <sup>th</sup> February 2025
2.11	Method of Submission of Tenders	Electronically via email at <a href="mailto:tenders@frederick.ac.cy">tenders@frederick.ac.cy</a>

<b>2.12</b>	<b>Period of Validity of Tenders</b>	<b>3</b> months from the deadline of submission of Tenders
<b>2.13</b>	<b>Language in which Tenders must be drawn up</b>	English
<b>2.14</b>	<b>Currency of Tenders</b>	Euro
<b>2.15</b>	<b>Estimated date of notification of tender procedure results</b>	<b>2</b> months, from the deadline of the submission of tenders
<b>2.16</b>	<b>Estimated date of contract signature</b>	<b>3</b> months, from the deadline of the submission of tenders
<b>2.17</b>	<b>Place of Product(s) Delivery</b>	Larnaca International Airport (Department of Meteorology office), Larnaca, Cyprus
<b>2.18</b>	<b>Duration of performance of the Contract</b>	The duration of the contract is twenty-seven (27) months from the date of signing the Contract and breaks down as follows: 3 months delivery and 24 months warranty from the manufacturer.

### 3. DESCRIPTION OF THE CONTRACT SCOPE

#### 3.1 Scope

1. The Contract scope of this tender covers the ***Supply of a Radar Wind Profiler equipment to accurately measure real time wind speed and direction parameters in a vertical column.*** Technical Specification of the subject products are defined in the Tenderer's Technical Response and Compliance Table (**Form 2**).
2. The products are procured in the frame of Project CYPRUS GNSS METEOROLOGY ENHANCEMENT that is implemented under the framework of the Cohesion Policy Programme "THALIA 2021-2027" of the Cyprus Government with co-funding by the European Union
3. The origin of the products offered, shall be from any Member State of the European Union (EU) or alternatively, if the products offered originate from a country outside the EU, it is necessary that they already circulate in an EU member state and/or their import and distribution in the Member States of EU is allowed without any restrictions.
4. The Contract Scope includes the provision of product maintenance, repair or rectification services for a ***twenty-four (24) month warranty period.***

#### 3.2 Place and Time of Delivery

1. The delivery, installation (where applicable) and training in the use (where applicable) of the products will take place at ***Larnaca International Airport (Department of Meteorology office), Larnaca, Cyprus, within 3 months*** from signing the supply contract.

### 4. RECEIPT OF TENDER DOCUMENTS AND PROVISION OF CLARIFICATIONS ON THE TENDER DOCUMENTS

#### 4.1 Receipt of Tender Documents and Clarifications/ Amendments

1. Economic Operators may receive a copy of the Tender Documents, free of charge, via the website <https://frederick.ac.cy/procurement>.

#### **4.2 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 2.9. The requests for clarifications must be submitted via email to the Competent Official identified in paragraph 2.7 with carbon-copy (Cc) at [frc@frederick.ac.cy](mailto:frc@frederick.ac.cy).
2. As long as clarification requests, recommendations, comments and/or remarks are requested in accordance with the above, the Contracting Entity publishes a document with the responses under the relevant tender on the website <https://frederick.ac.cy/procurement> and informs accordingly the interested economic operator(s).
3. Under any circumstances, interested economic operators cannot invoke verbal responses/answers/explanations given by any Contracting Entity operator. The Contracting Entity is not bound by any verbal responses/answers/explanations.

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

#### **5.1 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 association agreements or a bilateral agreement with the EU or with the Republic of Cyprus.
2. Consortia of natural and/or legal persons may submit a joint Tender on the following conditions:
  - a. That the participation rate of each person is stated in the Tender.
  - b. That all persons participating in the Consortium fulfil the requirement of establishment specified in paragraph 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 paragraph 17 of Part B. It is understood that in the event the Tenderer intends to subcontract to third parties any share of the contract, the Tenderer, in preparing their Tender, has been informed on whether the same subcontractor participates in more than one (1) Tender of the same competition under any capacity.
6. The same requirements for the lawfully establishment as described in item (1) above, must be met by the entities whose capacities the Tenderer is invoking, within the meaning of paragraph 5.3.
7. According to the Regulation (EU) no. 833/2014, concerning restrictive measures in view of Russia's actions

destabilizing the situation in Ukraine, as amended, **no contract award is permitted where Russian involvement exists**, in the cases prescribed in the said Regulation.

## **5.2 Personal situation of the Tenderer**

1. To be able to sign the Contract, interested economic operators must meet the following requirements concerning their personal situation:

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

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

- b. They must not be in breach of their obligations relating to the payment of taxes or social security contributions as at the Contract signing date, where these have been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the Republic of Cyprus or with those of the country where they are established, or it can demonstrate by any appropriate means by the Contracting Entity.
- 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 Entity by appropriate means.
- e. They must not have entered into agreements with other economic operators aimed at distorting



competition, where the Contracting Entity has reasonably plausible indications to conclude so.

- f. They must not have a conflict of interest within the meaning of Article 6 of Cyprus Law 73(I)/2016, that cannot be effectively remedied without excluding them from participation in the tender procedure.
  - g. 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.
  - h. 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 77(5) of Law 140(I)/2016,
  - i. They must have complied with the requirements provided for in the Packaging and Packaging Waste Law N.32(I)/2002 and Regulation 747/2003, as may have been amended on a case-by-case basis.
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 Entity 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.

### **5.3 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 manufacturer shall have 5 years' experience in wind radar and other meteorological equipment manufacturing and deployment including the conclusion of at least 5 similar type and value contracts in the same period.
2. It is understood that if the interested economic operator is a consortium of persons, the above requirements could be met cumulatively by the consortium members. It should be noted that the criterion regarding the successful implementation of contracts, could be fulfilled cumulatively only in terms of number of contracts.
3. Manufacturers shall implement a satisfactory **quality assurance management system**, covering at least the **design and production** of the offered products.

### **5.4 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 apart 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 Entity 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,

**the Tenderer will be subject to the following penalties:**

- (i) Declaration in default and deprivation of all of their rights to the Award of the Contract,
- (ii) 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.

## **6. DETAILS OF TENDERS**

### ***6.1 Period of Validity***

1. The period of validity of the Tenders is the period stated in paragraph 2.12 above. Tenders specifying a shorter period of validity than the above one shall be rejected as inadmissible.
2. The validity of Tenders and Tender Guarantees (if required) may be extended, if requested by the Contracting Entity, for a reasonable period.
3. Should the issue of extension of the validity of the Tenders arise, the Contracting Entity shall address a written question to the participants, as to whether they accept the extension for a specific period of time. The participants must reply within the period specified by the Contracting Entity. If Tenderers refuse to extend the validity of their Tenders, such Tenders shall be rejected as inadmissible.

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

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

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

### ***7.1 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 2.10.
2. Tenders must be submitted **electronically**, via email at [tenders@frederick.ac.cy](mailto:tenders@frederick.ac.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, any time **PRIOR** to the deadline.
5. With the exception of the provisions of paragraph 8.4, 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 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, and
  - b. a compensation of amount payable to the Contracting Entity equal to **5%** of the Tenderer's financial offer or part thereof which has been withdrawn.

## **7.2 Format of Tenders and Submission**

2. Tenders must be drawn up as determined in the Tender Documents and must be submitted electronically in the language specified in section 2, paragraph 2.13. Manuals, if any, accompanying the Technical Offer must be submitted in the English language.
3. The Tender contains three (3) Sections with all the information pertaining to the Tender, as follows:

**Section A. "Eligibility Criteria"**

**Section B. "Technical Offer"**

**Section C. "Financial Offer"**

**Each Section must be submitted as a single pdf file or if needed as a zipped folder** with several files, each with a designated name.

To ensure that your submission is successful you should ensure that each email is less than 10Mb. Emails should be titled **"Supply of Radar Wind Profiler for Tender FRC- 01.2025 – Section X"**. If multiple emails are sent, the header should indicate they are "Part x of xx". If the technical data of the Tender is too large in volume and, consequently, its electronic submission may cause problems, it could be submitted in hard copy or in the form of a link.

4. If the Tender contains abbreviations to denote technical or other concepts, the Tenderer must provide definitions of the abbreviations in an accompanying table.
5. **All Forms / Declarations requiring signature to be submitted, must be signed by an authorized person.**

## **7.3 Contents of Tender**

The Contracting Entity will own the Tenders submitted in under the present tender procedure and the Tenderers are not entitled to the return of their Tenders by the Contracting Entity.

It is understood that any information contained in the submitted tenders will be used by the Contracting Entity for evaluation purposes and in compliance with the provisions of the Law.

### **7.3.1 Contents of "Eligibility Criteria" Section A**

1. Tenderer's Statement of Participation & Commitment not to Withdraw the Tender **(Form 1)**.
2. For certifying the eligibility for participation, one of the following:
  - a. If the Tenderer is a legal person, proof of its establishment.
  - b. If the Tenderer is a consortium of 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. Manufacturer's Technical and Professional Ability (**Form 3**).
- b. A certificate issued by an independent organisation, together with the details of the scope of certification, attesting the compliance of the Tenderer with a quality assurance standard based, at minimum, on the CYS EN ISO 9001:2015 series of Cyprus standards, or other equivalent certification issued by bodies established in other Member States of the European Union, or other international organisations.

4. If the Tenderer relies on the capacities of other entities within the meaning of related items in paragraphs 5.3, submission of declarations by these entities, whereby they guarantee to the Contracting Entity that, should the Tenderer be appointed Contractor, they shall place at its disposal the necessary resources as appropriate (**Form 7**).

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

### **7.3.2 Contents of "Technical Offer" Section B**

The Technical Part comprises of:

- 6. Presentation of the offered Products, through the completion of the Technical Response and Compliance Table, in the format of the relevant Template contained in the Tender Documents (**Form 2**).
- 7. Manufacturers' product lists and technical brochures and/or manuals which include all offered products.
- 8. 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 proposed Product under supply is available, and also stating that the Tenderer shall present, if requested to do so by the Contracting Entity, a list of customers or other evidence of the sales of the said Product, issued either by the Tenderer or by the manufacturer.
- 9. A declaration by the Tenderer regarding the subcontractors that the Tenderer intends to use, and the exact part of the Contract Scope that these shall implement.
- 10. **CE Certificate**. Please refer to Technical and Response Compliance Table (**Form 2**).

### **7.3.3 Contents of "Financial Offer" Section C**

- 1. The "Financial Offer" (**Form 4**).
- 2. For the preparation of the Financial Offer the following must be considered:
  - In every case where a price is omitted in the Financial form for a specific item, it shall be deemed that

the corresponding price is included in the other prices and the Contractor shall not be entitled to seek any additional remuneration for these items/services.

- In the case of a discrepancy between the unit rate and the total price, the unit rate shall prevail and the corresponding total price shall be corrected.
  - The rates and the total price of the offer shall be denominated in the currency specified in paragraph 2.14. **Prices shall be quoted without VAT.**
  - In completing the Financial Offer Form, the Tenderer must consider the deductions, if any, made under the law, and all other expenses required for meeting its obligations, as well as its expenses and profit.
  - 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, including the cost of countervailing and antidumping duties, securities and so forth. The prices offered shall be deemed final and shall not be affected by any variations of the aforementioned taxes, duties and/or contributions.
  - The Tenderer must consider the deductions, if any, made under the law, and all other expenses required for meeting its obligations, as well as its expenses and profit.
  - Quoted prices shall be **DAP (Delivered at Place)**, as per Incoterms® 2020 terminology for modes of transport. Note that Limassol and Larnaca ports as well as Paphos and Larnaca Airports are the only legitimate import areas of the Republic of Cyprus.
  - If, despite the above, a Tenderer chooses to quote Incoterms other than DAP, then his offer shall be deemed as being offered on DAP terms and no advantage whatsoever shall be granted over the rest of the Tenderers.
  - Quoted prices submitted by Tenderers using Incoterms which do not undertake the freight of Products to the above-named ports i.e., EXW, FOB, FAS, or FCA shall be rejected.
  - Any final discount offered shall be declared in writing only on the “Financial Offer” (**Form 4**). Any discount declared elsewhere in the Tender Document, or submitted in loose form, shall not be considered for evaluation purposes.
3. Supplementary information regarding the financial offer can be attached, but only the information provided in Form 4 will be considered as valid and binding regarding the tender.
4. If the price offered does not result clearly from the Financial Offer, the Tender shall be rejected as inadmissible.

## 8. CONDUCT OF THE TENDER PROCEDURE

### 8.1 Opening of Tenders

1. The opening of the tenders submitted in time shall be carried out by authorised persons, after the expiry of the deadline for the submission of tenders.
2. For the purpose of safeguarding the basic principles of public procurement, upon the opening of the “Financial Offer” Sub-folder, the prices submitted by the Tenderers shall be recorded in the RS.05 internal form and cross-signed the same day by the Tender Evaluation Committee (**Competent Body**).

**8.2 Verification of Eligibility Criteria and Evaluation of Technical Offers**

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, as described in paragraph 7.3.1. The results of this verification should be recorded in an Evaluation Report.
2. If the verification procedure establishes that there are Tenders which do not meet the requirements, or the disqualification reasons of paragraph 5.2(1)(a) and (c)-(i) are valid, and having considered any actions that have been declared pursuant to paragraph 5.2(3), the Contracting Entity considers such Tenders as inadmissible and their Technical and Financial Offers shall not be evaluated. Such Tenders shall be rejected by the Contracting Entity, through its Competent Body.
3. The Competent Body shall proceed with the evaluation of the Technical Offers submitted in order to establish their completeness and determine whether or not they meet the requirements and specifications of the Contract Scope, as described in paragraph 7.3.2 and shall state in the Evaluation Report any Offers which it deems should be rejected.

**8.3 Evaluation of Financial Offers**

1. The Competent Body shall verify the contents of the Financial Offers, to determine the degree to which they meet the requirements of paragraph 7.3.3 of the Tender Documents. 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 Entity, through its Competent Body, shall reject these Tenders.
2. 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 Entity 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.
3. 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.
4. Where the Competent Body considers a Financial Offer to be abnormally low, the Competent Body must request in writing the Tenderer to supply, within ten (10) days of being requested to do so, those clarifications about the composition of its Offer which the Competent Body may deem advisable, as per the provisions of article 81 of Law 140(I)/2016. The Competent Body shall examine the clarifications and shall decide whether to accept them or reject the Offer.

**8.4 Clarifications on the Tenders**

5. The Contracting Entity 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.

6. 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 Entity may request the economic operators concerned to submit, supplement, clarify or complete therelevant 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.
7. From the clarifications supplied by Tenderers in accordance with the above, only those concerning the issues for which they were requested shall be considered.

### **8.5 Conclusion of the Evaluation**

8. After the conclusion of the financial evaluation, the Competent Body shall proceed to establish the final ranking of Tenders in ascending order of the price offered.
9. In the case of equivalent Tenders with the same –lowest– price, selection of the Contractor by the Contracting Entity shall take place by draw.

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

### **9.1 Award of Contract**

1. The Contract is awarded **as a whole** 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.

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

1. The Contracting Entity shall inform the candidate Contractor of the Award Decision.
2. The Contracting Entity shall notify the Tenderers of the decision taken.

### **9.3 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 Entity.
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 the Contracting Entity is unable to secure the necessary funds or other resources for the project, 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 Entity on account of such cancellation, if any.

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

1. The Tenderer who has been awarded the Contract is obliged, within a period of twenty (20) days of receipt of the relevant invitation of the Contracting Entity, to sign the relevant Agreement (Part B of the Tender Documents).
2. If the aforementioned deadline expires and the Tenderer has not signed the Agreement, then he shall be declared in default of the Award made to him and of all rights deriving from it, and the Tenderer shall be subject to the penalties referred to in paragraph 5.4.
3. In such a case, the Contracting Entity 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 8.5. it is Understood that the Tenders are valid at the date of award.
4. The Tenderer who has been awarded the Contract is obliged to present himself for signing the Agreement, or as per the otherwise agreed procedure for electronic signature of the agreement, also providing the following items:
  - a. The Certificates / Declarations contained in the relevant **Form 5**,
  - 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 paragraph 7.3.1.



## PART B: AGREEMENT

### PREAMBLE

The **Frederick Research Center**, through the **Director, Yiannos Loizides**, having its headquarters in **7, Gianni Freiderickou St., 1036 Nicosia, Cyprus** (hereinafter “Contracting Entity”)

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. **FRC-01.2025** for the award of the Contract for **Supply of Radar Wind Profiler** have agreed as follows.

### 1. STRUCTURE OF THE CONTRACT

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

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

### 2. CONTRACT SCOPE

By the present Contract, the Contractor undertakes to **Supply of Radar Wind Profiler** as stated in this Tender dated **<date of submission of tender>** and in accordance with paragraph 3 of Part A of the Tender Documents. The Tender competition was issued in the frame of Project “CYPRUS GNSS METEOROLOGY ENHANCEMENT”, which is implemented under the framework of the Cohesion Policy Programme “THALIA 2021-2027” of the Cyprus Government with co-funding by the European Union.

### 3. CONTRACT VALUE

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

### 4. ORGANISATION AND ADMINISTRATION OF CONTRACT IMPLEMENTATION

1. The Contractor shall be fully responsible for the execution of the Contract Scope.
2. The Contracting Entity shall have the key responsibility of supervising and controlling the progress in the

performance of the Contract Scope and the quality and completeness of the deliverables of the Contract.

3. Cooperation between the Contracting Entity and the Contractor in all stages of performance of the Contract Scope and until its final acceptance, shall be an obligation of both parties.
4. The Project Manager on behalf of the Contracting Entity is **<name and surname or business name>**.
5. The Project Manager on behalf of the Contractor is **<name and surname or business name>**.

## 5. 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 **3 months** from the date of commencement, and the times and locations for delivery and for carrying out the required placement, installation of the products shall be as stated in paragraph 3.2 of the Tender Document.

## 6. CONDITIONS AND PROCEDURE FOR PAYMENT

1. Upon commencement of the Contract, the Contractor shall notify in writing to the Contracting Entity the bank account to which it wishes the payments of the Contract Value to be made by completing the Form provided by the Contracting Entity ([Financial Identification Form](#)).

The Form must be accompanied with an IBAN Certificate from your bank, indicating the relevant bank details. It is stressed that payments shall only be made to the designated bank account declared in the said Form. Requests to amend the designated bank account shall only be examined in exceptional cases. The Contracting Entity reserves the right to oppose the Contractor's choice of bank account.

2. Payment of the Contract Value shall be made in **euro, within thirty (30) days** from receipt of a relevant invoice according to the following schedule
  - Down-Payment: 30% of the Contract Value upon signature of the Agreement
  - Balance Payment: 70% of the Contract Value upon delivery of the products as per the Scope of this Agreement.

## 7. ASSIGNMENT

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

## 8. OBLIGATIONS OF THE CONTRACTING ENTITY

1. The Contracting Entity shall co-operate with the Contractor for providing any information and/or documentation which the latter may reasonably request in order to execute the Contract. If this information is contained in documents, such documents shall be returned to the Contracting Entity at the end of the period of execution of the Contract.

## 9. OBLIGATIONS OF THE CONTRACTOR – CONFIDENTIALITY - SECRECY

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

the purposes of the execution thereof, are confidential.

2. The Contractor is not entitled to publish or disclose such information and data to any third party, save only to the persons employed by it or associated with it who are directly involved with the contents of the Contract and with the performance of its Scope, and shall ensure that such employees are informed of and agree with the confidentiality obligation, the Contractor being further obliged to impose such obligation to its subcontractors, if any.
3. Should the Contractor be in breach of its obligation as above, the Contracting Entity reserves the right to terminate the Contract as per the provisions of Article 16 and seek payment for all losses which it estimates it may have suffered on account of the leak.
4. 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).

#### **10. DELIVERY AND ACCEPTANCE 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 paragraph 3 of Part A of the Tender Documents.
2. The Contractor shall be obliged to notify the Project Manager, as representative of the Contracting Entity, of the exact date on which it intends to deliver the product or products, as the case may be, at least ten (10) working days in advance.
3. 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 number shall be shown, as well as by Consignment Notes establishing that the manufacturing phases have taken place in the manufacturing plants stated in the Contractor's Tender.
4. The products due for delivery must be accompanied by any user manuals required under paragraph 3 of Part A of the Tender Documents, as well as by operating manuals or drawings which shall be sufficiently detailed so as to allow the Contracting Entity and its employees to activate, maintain, tune or repair, as the case may be, the Products in the future.
5. The contractual delivery time may 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.
6. The Contractor may be declared in default by the Contracting Entity if the contractual implementation time is expiring and a request for its extension has not been submitted in a timely manner, the Contractor has not delivered the product(s).
7. Acceptance of the products takes place by a Contracting Entity's Representative, in the manner 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 propertyrights, then the Contracting Entity will reject the Products.

8. The Contracting Entity's Representative shall carry out tests and checks of the products of each delivery and after the conclusion of the check, they shall proceed to inform the Contractor, in writing, of the Products' acceptance or rejection, as the case may be.
9. During the acceptance procedure, only a quantitative (macroscopic) check or a combined quantitative and qualitative check may be made. The Contracting Entity reserves the right to reject all or part of the goods offered if these goods are not in accordance with the terms, conditions and specification of the Contract.
10. In the event of rejection of products, the Contracting Entity's Representative shall state in writing the specific deviations of the products from the terms of the Contract and the exact reasons for the rejection.
11. In the event of rejection of the entire contractual quantity of the products under supply or of part thereof, the Contracting Entity 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 half ( $\frac{1}{2}$ ) 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.
12. In the event of failure by the Contractor to replace the unsuitable products, the Contracting Entity, 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.

## **11. 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 Entity, 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.

## **12. INSURANCE OBLIGATIONS**

1. In the event that paragraph 3 of Part A of the Tender Documents requires the products to be insured until their final acceptance by the Contracting Entity, the Contractor shall be obliged to conclude a relevant insurance policy and present it forthwith to the Contracting Entity.
2. Notwithstanding the requirement of the previous paragraph, the Contractor shall be responsible for and shall indemnify, protect and/or defend the Contracting Entity from and against all losses or damage or claims of the Contracting Entity 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.

### 13. WARRANTIES

1. The Contractor warrants to the Contracting Entity 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 recognized 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 paragraph 3 of Part A of the Tender Documents, 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 Entity, 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 Entity 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.

### 14. PENALTIES FOR DELAY

1. In the event of a delay in the delivery of the Contract products under supply or of 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 **zero point two per cent (0,2%)** of the daily Contract Value of the products whose delivery is delayed, for every day of delay of delivery.
3. In the event that the delivery times 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 16 applying.

### 15. ADMINISTRATIVE AND FINANCIAL PENALTIES TO THE CONTRACTOR

1. In the event that Article 16 on termination of the Contract is applied, then, in addition to the provisions of the said Article, the Contractor may be deprived of the right to participate in future tender procedures, either permanently or for a specific period of time, in accordance with the provisions of the Regulation.
2. The Contracting Entity shall reserve the right to take against the Contractor the legal or other measures which it considers necessary in order to redress the situation.
3. As regards penalties for delay, the specific provisions of the article 14 shall apply.

**16. TERMINATION BY THE CONTRACTING ENTITY**

1. The Contracting Entity reserves the right to terminate the present Contract if the Contractor fails substantially to fulfil its contractual obligations.
2. The Contracting Entity shall be entitled, by notice in writing to the Contractor, to suspend any further payments if the Contractor is in default of any term or condition of the Contract or fails to fulfil its contractual obligations.
3. In case the circumstances mentioned in paragraph 16.1 continue on for fourteen (14) days from the date of the notice, then the Contracting Entity may, at its discretion, after giving thirty (30) days' notice to the Contractor, terminate the Contract.
4. 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 costs to a minimum.
5. The Contracting Entity shall not be obliged to make any further payments to the Contractor until the delivery of the products is completed. Following the completion of the delivery of the products, the Contracting Entity shall be entitled to recover from the Contractor the extra costs, if any, to be incurred for the completion of the Contract, or shall pay the balance due to the Contractor.
6. If the Contracting Entity is entitled to compensation for any loss or damage, this shall be withheld from any amount due to the Contractor.
7. The Contracting Entity shall be entitled to recover from the Contractor, in a set deadline, the damage it has suffered, including any down payment already made as per Article 6 of this Agreement.

**17. 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 Entity.
3. In connection with the requirement for authorisation by the Contracting Entity under paragraph 17.2, the Contractor must notify the Contracting Entity of the parts of the Contract Scope which it intends to assign to the subcontractor.
4. The Contracting Entity 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 approval of such application by the Contracting Entity shall not relieve the Contractor of any of its obligations under the Contract.
6. 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.
7. 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.
8. If a subcontractor is found by the Contracting Entity to be incompetent in discharging its duties, the Contracting Entity may request the Contractor forthwith, either to provide a new subcontractor as a

replacement, or to undertake itself the execution of the contract scope.

## 18. TAX AND CUSTOMS ARRANGEMENTS

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

## 19. OWNERSHIP

1. Ownership of the products delivered by the Contractor to the Contracting Entity under the Contract shall pass to the Contracting Entity upon their final acceptance, with the exception of the products for which a license for their use is delivered, the ownership of which remains with their manufacturer.

## 20. SHIPPING DOCUMENTS

1. In case of CFR or CPT delivery, the Contractor shall forward to the Contracting Entity by CourierService, as soon as is reasonably possible after shipment, the following shipping documents relating to the Plant shipped:
  - a. **Commercial Invoice** (3 originals + 3 copies)
  - b. **Bill of Lading / Air Waybill** (3 originals),
  - c. **Packing List** (3 originals),
  - d. **Original T2L Form** for goods exported from the territory of the European Union or a valid **Certificate of Origin FORM A/EURO 1/EURO 2** for goods originating from countries that have preferential agreement with the European Union.
  - e. Regarding point (a) above, in case of products manufactured in the UK, the invoice must include the following statement: *«The exporter of the products covered by this document, with EORI No. GBXXXXXXX, declares that, except where otherwise clearly indicated, these products are of UK preferential origin.»*.
  - f. Any other documents required for Customs Clearance of goods within EU territory.
2. It is essential that you inform the Contracting Entity by telefax or email the name of the Courier Service and the Waybill Number of the dispatched documents. Copy of your Invoice, Bill of Lading and Packing List should also be sent to the Contracting Entity by telefax or email as soon as the goods are dispatched.
3. Please ensure that the Purchase Order Number FRC-01.2025 clearly appears on all shipping documents and correspondence.
4. Also note that each item in all invoices should bear the code of the International Customs Tariff and all necessary information requested for the completion of the INTRASTAT declaration, according to the Regulations (EC) No. 638/2004, No. 1982/2004 and No. 1915/2005, i.e.
  - Commodity Code (International Customs Tariff)
  - Country of Consignment
  - Country of Origin
  - Invoice Value
  - Net mass and/or supplementary units according to the combined nomenclature
5. Famagusta, Kyrenia and Karavostasi are **prohibited ports** and it should be clearly stated in the shipping documents that ships used for the transportation of the materials are not allowed to call at these ports.



## 21. SHIPPING MARKS (BY SEAFREIGHT)

Consigned goods should bear the following shipping mark:

Purchase Order Number, Frederick Research Center,

Larnaca International Airport (Department of Meteorology office), Cyprus

## 22. GENERAL PACKING REQUIREMENTS

1. In addition to any special packing requirements stated in the Contract, goods shall be packed in non-returnable cases and prepared for overseas shipment to a tropical country in a manner suitable enough to withstand rough handling, without sustaining any damage.
2. Where applicable, goods shall be packed separately in robust carbon boxes, stacked on wooden **EUROPALLETS** of suitable size.
3. In accordance with new IPPC (International Plant Protection Convention) regulations, **all wood-packaging materials (pallets, crates, boxes, cable drums, packing cases, dunnage, etc.) are required to be treated with heat, or fumigated with methyl bromide, and are required to be stamped/branded with a seal of compliance**, proving conformity with (International Phytosanitary Measure) ISPM 15.
4. Only pallets made of non-wood materials such as steel, aluminum, plastic, or engineered wood-products, such as plywood, cardboard, etc., do not need IPPC approval.
5. The carton box must be permanently fixed to the wooden pallet and, where applicable, consideration must be given to the fact that the boxes shall be stored stacked on top of each other.
6. For protection against ingress of moisture during transportation and storing, each pallet stack shall be wrapped with a strong nylon cover. Where applicable, shipment in containers is encouraged, and packing of the goods in containers must not be in loose form. In the cases where dispatch by air parcel post or by airfreight is less expensive, then this method shall be adopted.

## 23. SETTLEMENT OF DISPUTES

1. If a dispute arises between the Contracting Entity 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 Entity 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 thirty-six (36) days.
3. Any dispute for which amicable settlement has not been reached within thirty-six (36) days of the date on which the above notification has been served, shall be settled finally in the Courts of the Republic of Cyprus.

## 24. 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 Entity shall be the English language.



**25. AMENDMENT TO THE CONTRACT**

1. Any amendment to the Contract must be of a form that shall not substantially impair competition, and should be specified in writing by way of an Addendum to the Contract, to be concluded under the same terms as the original Contract.
2. No amendment shall be made retroactively.

**26. COMMUNICATION BETWEEN THE PARTIES**

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

- a. by the Contractor to the Contracting Entity, to the postal address **7, Gianni Freiderikou Street, 1036 Nicosia, Cyprus** or to the electronic mail address [research@frederick.ac.cy](mailto:research@frederick.ac.cy).
- b. by the Contracting Entity to the Contractor, to the postal address **<postal address>** or to the electronic mail address **<electronic mail address>**.

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

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

Witness:

Signature: .....

Signature: .....

Title: .....

Name: .....

Name: .....

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

Witness:

Signature: .....

Signature: .....

Title: .....

Name: .....

Name: .....

**APPENDIX: TEMPLATES FOR FORMS****CONTENTS**

<b>FORM 1:</b>	<b>TENDERER'S STATEMENT OF PARTICIPATION &amp; COMMITMENT NOT TO WITHDRAW THE TENDER</b>
<b>FORM 2:</b>	<b>TECHNICAL RESPONSE AND COMPLIANCE TABLE</b>
<b>FORM 3:</b>	<b>TECHNICAL AND PROFESSIONAL ABILITY</b>
<b>FORM 4:</b>	<b>FINANCIAL OFFER</b>
<b>FORM 5:</b>	<b>LIST OF CONTRACTOR'S CERTIFICATES</b>
<b>FORM 6:</b>	<b>SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION</b>
<b>FORM 7:</b>	<b>DECLARATION OF OTHER ENTITIES</b>

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**FORM 1****TENDERER'S STATEMENT OF PARTICIPATION COMMITMENT NOT TO WITHDRAW THE OFFER**

To: Frederick Research Center

Subject: ***Supply of Radar Wind Profiler***

Tender procedure no.: ***FRC-01.2025***

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 Technical Offer, and for the price that we state in our Financial Offer.

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.

We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.12 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. We also agree under the terms and conditions of the tender, specifically paragraph 5.4 of Part A of the Tender Documents, that we have no right to withdraw our tender.

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

Name of signatory .....

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

Capacity of signatory .....

Details of Tenderer<sup>1</sup>

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Name of Tenderer .....

Country of establishment .....

Address .....

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

.....

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

Email: .....

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 2****TECHNICAL RESPONSE AND COMPLIANCE TABLE**

No.	Features – Specifications	Requirement	Response – Offer	Reference
<b>1.</b>	<b>General Features of Radar Wind Profiler (RWP)</b>			
1.1	Radar Wind Profiler (RWP)	YES		
1.2	Provision of continuous tropospheric profiles of horizontal wind speed, wind direction, vertical wind speed, wind shear and turbulence in real-time, automatically, with high spatial and temporal resolution and high accuracy	YES		
1.3	Provided variables/measurements/parameters: Horizontal Wind Speed, Horizontal Wind Direction, Wind Components U and V, Wind shear, Wind Component W (vertical wind component), standard deviations of U, V, W	YES		
<b>2.</b>	<b>Hardware Subassemblies /Subsystems of RWP</b>			
2.1	Amplifier unit with transmit power $\geq 2$ kW	YES		
2.2	Integrated clutter screen on the radar	YES		
<b>3.</b>	<b>Conformity to Technical Specification</b>			
3.1	Operating frequency ranging from 915 MHz to 1400 MHz, (1290 MHz preferable)	YES		
3.2	Antenna aperture greater or equal to 3m <sup>2</sup>	YES		
3.3	Length of cables that connect the indoor units with the outdoor units up to 60m	YES		
3.4	Minimum height of measurements equal to 100m	YES		
3.5	Height resolution ranging from 40 to 500 m	YES		

3.6	Wind speed accuracy: < 1 m/s	YES		
3.7	Wind direction accuracy: < 10°	YES		
3.8	Output file formats: ASCII, NetCDF, WMO BUFR	YES		
3.9	Factory Acceptance Tests (protocols/results to be send for review)	YES		
3.10	The software package for operation and control is included, following the company's general conditions	YES		
3.11	To be mentioned in the offer the model, country of origin, and fully details of the manufacturer	YES		
<b>Additional Requirements</b>				
<b>4.</b>	<b>Letter of Authorization</b>			
4.1	The Tenderer has been authorized by the manufacturer to supply the goods to/in the Contracting Entity's country, if the Tenderer does not himself manufacture or otherwise produce the goods.	YES		
<b>5.</b>	<b>CE Certificate</b>			
5.1	CE Certificate has been submitted	YES		
5.2	CE Certificate conformity with health, safety, and environmental protection standards for products sold within the European Union	YES		
<b>6.</b>	<b>Delivery</b>			
6.1	The Tenderer complies with the requested Delivery Schedule, as described in paragraph 3.2 of Part A of the Tender Document	YES		
6.2	Maximum delivery date, including installation, shall be 3 months from the signing of the contract	YES		
6.3	The candidate Contractor must include within his offer the delivery of the system to the Larnaca International Airport (Department of Meteorology office) in Larnaca, Cyprus including its insurance of the equipment during transport	YES		
<b>7.</b>	<b>Technical Leaflets</b>			
7.1	Technical leaflets and/or manuals have been submitted.	YES		

<b>8.</b>	<b>Quality Management System</b>			
8.1	The Manufacturer has a valid ISO 9001 Quality Management System certificate for the Products offered	YES		
8.2	The system shall be Brand New	YES		
<b>9.</b>	<b>Warranty Period</b>			
9.1	Warranty of the whole system for at least 2 years from installation	YES		
<b>10.</b>	<b>Technical Support</b>			
10.1	The candidate Contractor, must include in his offer a complete set of user, installation and maintenance manual, which will be delivered upon delivery of the equipment	YES		
10.2	Manufacturer's statement, that the offered system, will be supported in terms of service and availability of spare parts for a period at least 10 years	YES		
10.3	Online technical support for a period of 5 years (remote support)	YES		
10.4	Any software updates, will be delivered without any cost for a period of 5 years from the installation date.	YES		
<b>11.</b>	<b>Installation</b>			
11.1	Installation of the equipment via expert personnel. The operator will arrange and be responsible for the appropriate configuration of the installation site, prior to installation of the equipment, in accordance with the manufacturer's instructions (e.g. suitable site configuration, power supply, Ethernet, etc.), which will be included in the technical offer.	YES		
11.2	On-Site Support for deployment and commissioning	YES		

**NOTES:**

- Responses MUST be provided for all items in the Table. If no response is provided for a particular item, this shall be considered as a negative response.
- The Column "FEATURES – SPECIFICATIONS" or "REQUIREMENTS – SPECIFICATIONS" is used to describe in detail the corresponding technical

terms, obligations or clarifications to which responses must be provided.

3. If the Column "REQUIREMENT" contains the word "YES" (meaning that the corresponding specification is mandatory for the Tenderer) or a specific number (meaning that the specification has a mandatory numerical value which must be complied with), these shall be considered as unchangeable terms and the Technical Offers that do not meet such requirements shall be rejected as inadmissible.
  4. The Tenderer's response is entered in the Column "RESPONSE – OFFER". This response is either the specific product that the Tenderer offers or is of the form "YES/NO" (depending on whether the Technical Offer does or does not meet the respective specification) or a specific numerical value denoting the quantity of the respective feature in the Technical Offer.
  5. The Column "REFERENCE" is used to enter an unambiguous reference to an Annex of the Technical Offer containing numbered Technical Brochures of manufacturers, or detailed technical descriptions of the products offered, which in the opinion of the Tenderer document the information stated in the Table. References should be specific (e.g., Technical Brochure 3, p. 4, par. 4), while in the technical brochure or report in question the respective point shall be underlined and a note shall be made of the paragraph in the Table where the required feature is stated.
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FORM 2

TECHNICAL RESPONSE AND COMPLIANCE TABLE (continued)

MANUFACTURERS, PLACES OF MANUFACTURE,  
TESTING & INSPECTION, PORT OF SHIPMENT AND SHIPPING WEIGHT

FRC Material No.	Manufacturer	Exact Model	Place and country of Manufacture	Place of Testing & Inspection	Port of Shipment	Approx. Shipping Weight	Approx. Shipping Dimensions

Signature of Tenderer or  
of Tenderer’s Authorized Representative

Name of signatory

Identity Card / Passport No. of signatory

Capacity of signatory

Date

## FORM 3

**TENDERER'S TECHNICAL AND PROFESSIONAL ABILITY SALES VOLUME: RELEVANT SALES COMPLETED BY THE PRODUCT'S MANUFACTURER**

Please complete the table below listing an adequate number of contracts/sales to fulfil the requirements of paragraphs 5.3 of Part A of the Tender Document.

Name and Country of Purchaser	Name, function & email of the responsible person	Details of Products Manufactured and sold (including model/type)	Quantities sold	Contract Price (clearly state currency)	Contract Dates (start/end)	Contract includes design, manufacture & testing of Products? (Yes/No)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

**FORM 4**  
**FINANCIAL OFFER**

**To: Frederick Research Center**

**Subject: Supply of Radar Wind Profiler**

**Tender procedure no.: FRC-01.2025**

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.

The total amount of the offer is analysed in the below Financial Offer Analysis Table.

We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.12 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.

Until an official Agreement is prepared and signed, our present Offer, together with your written acceptance, shall constitute a binding Contract between us.

<b>FINANCIAL OFFER ANALYSIS TABLE</b>					
<b>Item No.</b>	<b>Material No.</b>	<b>Description of Products</b>	<b>Quantity PCS</b>	<b>Unit DAP Price without V.A.T. (in EURO)</b>	<b>Total DAP amount (in EURO)</b>
Discount:					
<b>TOTAL FINANCIAL OFFER (without VAT)</b>					

Signature of Tenderer or .....  
of Tenderer's Authorized 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.

\_\_\_\_\_

**FORM 5****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 5, paragraph 5.2(1)(a) of Part A of the Tender Documents have been met.
2. A 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 5, paragraph 5.2(1)(c) of Part A of the Tender Documents have been met.
3. Solemn Declaration Certifying the Tenderer's personal situation (**Form 6**).

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.

4. If the Contractor is a Consortium, the above certificates must be submitted by all Consortium members as required in paragraph 5.2(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/ certificates referred to, in paragraphs 1-2 above, could be accepted provided that they have been issued within a period of 12 months prior of the contract's signature date.

The above documents/ certificates could be accepted either originals or copies.

The Contracting Entity may request, for further verification, the presentation of the original document.

The documents/ certificates should not necessarily be linked or refereed to the contract in question.

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**FORM 6****SOLEMN DECLARATION CERTIFYING THE TENDERER'S PERSONAL SITUATION**

**To: Frederick Research Center**

**Subject: *Supply of Radar Wind Profiler***

**Tender procedure no.: FRC-01.2025**

I solemnly declare that:

- I have not been convicted for:
  - 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,
  - corruption as defined in Article 3 of the Convention of the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA, as well as defined in the Republic of Cyprus or in the national law of my country of origin,
  - 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,
  - 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,
  - 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,
  - 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 Entity'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.
- I am not guilty of grave professional misconduct which renders my integrity questionable.
- I have not entered into agreements with other economic operators aimed at distorting competition.
- I do not have a conflict of interest within the meaning of Article 6 of Cyprus Law 73(I)/2016 that cannot be effectively remedied without excluding me from participation in the tender procedure.
- I have not distorted the competition from my prior involvement in the preparation of the procurement procedure, as referred to in Article 38 of Cyprus Law 73(I)/2016 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 Cyprus Law 73(I)/2016.
- I have complied with the requirements provided for in the Packaging and Packaging Waste Law N.32(I)/2002 and Regulation 747/2003, as may have been amended on a case-by-case basis.

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 .....

Date .....

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

Name: .....

Country of establishment: ..... Address: .....

.....

Address for correspondence (if different) .....

.....

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

\_\_\_\_\_

**FORM 7**  
**DECLARATION OF OTHER ENTITIES**

**To: Frederick Research Center**

(Hereinafter called «Contracting Entity»)

**Subject: Supply of Radar Wind Profiler**

**Tender procedure no.: FRC-01.2025**

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>**.<sup>†</sup>

Yours sincerely,

Signature of authorized representative of  
the Entity:

.....

Name of signatory:

.....

Identity Card / Passport No. of signatory:

.....

Capacity of signatory

.....

Date

.....

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<sup>†</sup> 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.