

Αρχή Ηλεκτρισμού Κύπρου



Διαγωνισμός αρ.: 260/2023

Μακροχρόνια Μίσθωση Γης για Ανάπτυξη Έργων από Ανανεώσιμες Πηγές Ενέργειας

Ημερομηνία Έκδοσης: 23/06/2023

Υποβολή Προσφορών σε συνεχή βάση μέχρι: 01/06/2024



Αρχή Ηλεκτρισμού Κύπρου
Κεντρικά Γραφεία
Αμφιπόλεως 11, 2025 Στρόβολος, Λευκωσία
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TABLE OF CONTENTS

Part A: Instructions to Interested Economic Bodies

Part B: Proposed Agreement – Terms of Contract

Part C: Appendix with Sample Forms

Part A: Instructions to the Financial Stakeholders

1.0 Contest Basics

1.0.1	No. Competition: Contest Title:	260/2023 Long-Term Land Lease for Development of Renewable Energy Projects
	Day Submission of Offers:	On a continuous basis until June 1 , 2024
1.0.2	Tender process:	Open Procedure for concluding a Land Lease contract
1.0.3	Type of Contract:	Services
1.0.4	Award Criteria:	The most economically advantageous offer/ offers, based on the lowest cost per unit of energy produced (see par. 1.11.5)
1.0.5	Contracting Authority:	Electricity Authority of Cyprus
1.0.6	Competent Officer:	Supplies manager Tach. Box 24506, KY-1399, Nicosia, Cyprus. Contact phone: 22201655/1656 Fax number: 22201660 purchasing@eac.com.cy
1.0.7	Location of Documents	From the EAC website, www.eac.com.cy
1.0.8	Pricing of Documents:	Free
1.0.9	Validity of offers:	6 months from the date of submission of offers
1.0.10	Deadline for submitting comments / questions / suggestions:	On an ongoing basis
1.0.11	Sending responses from EAC:	Within 10 days of submitting each query
1.0.12	Bank Guarantee of Participation:	Does not apply
1.0.13	Bank Guarantee of Faithful Performance of the Contract	Does not apply
1.0.14	How to submit Bids	Via email to the email address: purchasing@eac.com.cy

1.1 Object of the Agreement

The Cyprus Electricity Authority (ECA) is requesting Offers for the long-term lease of land (piece/pieces) for the development of electricity production projects from Renewable Energy Sources (RES) with photovoltaic panels and with the aim of integrating the projects into its existing production potential.

Offers can be submitted by natural or legal persons, or Municipalities or Communities.

Bids may be submitted **at any time** from the date of issue of the tender until the deadline for submission of bids, as stated in paragraph **1.0.1** above. The evaluation of the offers will be done on a continuous basis, throughout the validity period of this Tender.

The duration of the land lease includes:

- the period until the licensing of the project (Period of Use A), as well as
- the period of use of the piece for **27 years** (Period of Use B).

The licensing period, Usage Period A, is expected to last up to **24 months**, however it may be extended depending on the needs and/or requirements of the competent authorities related to licensing.

With the signing of the "*Land Lease Agreement for the Installation of a Photovoltaic Park*", the Contractor should give all required consents regarding licensing.

With the completion of the licensing (Period of Use A) and the start of Period of Use B, the Contractor should grant the plot for the purposes of implementing the PV Park, as well as do everything else necessary for the completion of the project under his status as owner/legal beneficiary.

Upon termination of the Agreement, EAC shall deliver the Lot in its original condition, removing all facilities and equipment it has installed.

1.2 Lot Selection Criteria

1. The offered plot should have a minimum **total area of 30,000 sq.m.** EAC reserves the right to accept offered plots with a small deviation in the total requested area.
2. The offered lot should be suitable for the development of Electricity Production Projects from Photovoltaic Systems, that is:
 - i. It should be approximately level
 - ii. It should be as square as possible
 - iii. It should not have special shadows
 - iv. To be close to the medium voltage network of the EAC and to be able to connect
 - v. Contain little or no trees or other facilities.

3. The lot or lots offered must adjoin a registered road network, or have legal access. In the event that the offered plot or plots do not touch a registered road network or do not have legal access, it will be possible to postpone the conclusion of the Land Lease Agreement for the Installation of a Photovoltaic Park for a period of up to 6 months. During this period, the owner of the parcel must ensure, at his own expense and actions, legal access to the parcel or parcels.
4. The plot or plots offered must not fall within any protected area or zone (e.g. Natura etc.), within a residential zone and/or any other exclusion zones deriving from the relevant legislation in force (eg Revival Areas)
5. The offered parcel or parcels must not be subject to any encumbrances or commitments, upon signing the Land Lease Agreement for the Installation of a Photovoltaic Park. If a property that the Bidder intends to offer is subject to any encumbrance or encumbrance, then the Bidder must submit the express written consent of the organization or entity for whose benefit the encumbrance or encumbrance exists that it consents to enter into the contract with the EAC, based on clause 7.2 of the proposed **Land Lease Agreement for the Installation of a Photovoltaic Park - Part B**.

It is clarified that:

1. In cases of multiple owners, the offer must be submitted through an Authorized Representative as described in Clause 1.7.
2. It is possible to submit **more** than one plot, the total area of which meets the minimum required area (30,000 m²), given that the plots **border** each other and meet all the other conditions of the tender.
3. As an exception to the criterion of Paragraph 1.2.1 and at the absolute discretion of the EAC, plots of a smaller total area may be considered, in cases where these plots can be combined with other expressions of interest or plots that have already been leased.
4. Adjacent plots with separate owners may be submitted provided the bid is accompanied by appropriate power of attorney documents (Form 2) and Specimen Signature of Authorized Representative (Form 3).
5. In the event that the bidder and the owner of the lot are different, it should be submitted together with the proposal and the rental document of the lot, which will allow the transfer of the rental or lease agreement or the sublease, or alternatively it should be submitted written confirmation of the owner of the plot that he agrees to the possible transfer of the tenancy or sublease in the EAC.

1.3 Economic Offer Prices

The prices to be offered are **in euros only, do not include VAT** and remain fixed until the date of completion of the contract. Bids submitted in any other currency **will be rejected**.

The prices offered will be considered final and will not be affected by any fluctuations in taxes, duties or levies.

The Offers will be checked for any numerical errors, which will be corrected as follows:

1. If there is a discrepancy between the product of the unit price and the quantity and the corresponding total price shown in the price table, the unit price shall prevail and the corresponding total price shall be corrected.
2. If there is a discrepancy between the sum of the individual prices and the corresponding total amount entered in the price table, the individual prices will prevail and the total price will be corrected.
3. If the amount written in writing is different from the amount in numbers, the amount resulting from the unit prices will prevail.

1.4 Duration of Validity of Offers

The time of validity of the Offers is the one mentioned in paragraph **1.0.9** above. The validity of the Offers can be extended, if requested by EAC.

If the issue of extending the validity of the Offers arises, EAC will ask the participants, at least seven (7) calendar days before the expiration of the validity of the Offers, if they accept the extension for a specific period of time.

Participants must respond within three (3) calendar days and in the event of their refusal to extend the validity of their Offer as requested, it will be rejected as unacceptable.

1.5 Submission of Offers

To submit a Bid, use the Tender Documents in **Part C: Appendix with Sample Forms**. Bidders should complete and sign all required Forms attached and together with any other accompanying documents, submit their bid electronically no later than the last Bid Submission Date mentioned in paragraph **1.0.1**.

The bids must reach the e-mail of EAC no later than 15:00 of the above-mentioned last Bid Submission Date. **Bids submitted after the last date and time for submission of bids will not be considered.**

Bids to be submitted via Email to the Director of Procurement at the email address:
purchasing@eac.com.cy

The electronic message that will contain the Offer must include all the information required by the Tender Documents including any additional and supporting documents and be entitled:

"Tender no. 260/2023: Electronic Tender Submission"

EAC e-mail can ONLY accept messages up to 10 Megabytes (**10MB**). Therefore, in case the email containing the offer is larger than 10MB, it should be split into several messages. In this case, each email should have the following title:

"Competition no. 260/2023: Electronic Tender Submission, Message X from y". "X" is the serial number of the message and "y" is the total number of messages that make up the Offer.

1.6 Offer Contents

To submit your Offer, use the Sample Forms of **Part C** attached, duly **completed** and **signed**. Also, the Offers must be accompanied by any other required supporting documents for participation.

It is clarified that in case of submission of an offer by:

- i. An owner, all forms required to be signed and submitted by him himself, or by his proxy.
- ii. In case of multiple owners (eg co-owners or submission of more than one lot by different owners) **an Authorized Representative must be specified.**

Each owner/co-owner to sign and submit separately Form 2: "Special Power of Attorney Document".

The Authorized Representative must sign and submit all other forms required for the Contest.

The forms and supporting documents required for participation in the competition are listed below:

1. **Form 1** - Responsible Tender Submission Declaration, duly completed and signed by the owner or Authorized Representative.
2. **Form 2** - Power of Attorney Document, duly completed and signed by each owner/co-owner separately, if applicable.
3. **Form 3** - Specimen Signature of the Authorized Representative, if applicable.
It is noted that in the case of several owners/co-owners, only one Form 3 - Sample Signature of the Authorized Representative should be submitted
4. Copy of recent **Title Deed**, of the last 6 months or **Purchase and Sale Document** deposited in the Provincial Land Office, for each offered lot by each owner or co-owner.

5. Recent **Land Survey**, of the last 6 months, where it appears that there are no encumbrances or encumbrances on the proposed plots or certificate mortgagor, if applicable, under clause 7.2 of the proposed Solar Park Installation Land Lease Agreement - **Part B**.
6. **Form 4** - Financial Offer Form, duly completed and signed by the owner or Authorized Representative
7. **Form 5** - Form of Deviations from the conditions of the competition, as appropriate completed and signed by the owner or Authorized Representative. It is noted that any requests to modify the terms of the lease agreement should be recorded in form 5.
8. **Form 6** - Responsible Declaration of Certification of Personal Status as appropriate completed and signed by each owner/co-owner or Authorized Representative

1.7 Submission of Questions by Interested Parties

Any clarifying questions, suggestions, comments and/or observations regarding the conditions of the Tender Documents, shall be submitted by the Bidders within the deadline stated in paragraph **1.0.10**, either by fax or by e-mail as follows:

Fax: (+357) 22201660
Email: purchasing@eac.com.cy

If any clarifying questions, suggestions, comments and/or observations are requested in accordance with the above instructions, the EAC may publish additional documents or clarifying answers, within the deadline of paragraph **1.0.11**.

The Interested Economic Bodies may under no circumstances rely on oral answers provided by any EAC Officer. EAC is not bound by any verbal responses.

It is emphasized that any clarifications, comments and/or observations submitted after the deadline stated in paragraph **1.0.10**, will not be accepted.

1.8 Responsible Bid Submission Statement

The "Responsible Bid Submission Declaration" must be drawn up in accordance with the Template included in the Tender documents Part C – Form 1

In the event that the Bidder:

(a) withdraws its tender or part of it after the last date for submission of tenders and during the period of validity of the tenders, or

(b) has been notified of the acceptance of his offer by the EAC during the validity period of the offer, and having been notified to appear for the signing of the Contract:

(j) has refused or failed to provide any Certificate and/or other document on time and/or fulfill any other obligation arising from his participation in the tender, or

(ii) has refused or failed to sign the Agreement,

the following sanctions may be imposed:

- a. exclusion from the right to assign the Contract,
- b. the sanctions provided by the Law and the Regulations regarding participation in future tenders that lead to the award of a public contract, and

1.9 Bid Submission Costs

EAC will not have any responsibility nor will it pay any costs incurred by the Bidder for the preparation and submission of the Bid, regardless of the outcome of the process.

1.10 Evaluation Method

Bidders will participate in this Tender by submitting their proposals, which will contain technical, commercial and financial information meeting all the requirements of this Tender. The EAC will evaluate the above information of the tenders submitted in successive and separate stages, as described below.

1.10.1 Stage A: Qualitative Assessment

For the needs of Stage A of the evaluation, the Evaluation Committee will check the content of the Tenders in order to determine the extent to which they meet the requirements of the Tender Documents. An acceptable Offer is a condition for awarding the Contract to the Bidder, while an unacceptable Offer will be rejected.

The information included in the submitted Bids will be evaluated to determine whether each bid substantially meets the following criteria:

- i. Submit all necessary documents
- ii. Suitability of the pieces as mentioned in Paragraph 1.2
- iii. Compliance with the terms of the Tender Documents
- iv. Agreement to the terms of the proposed Lease Agreement - Part B

An acceptable Offer is one that complies with the above requirements without material deviations. The decision as to whether an offer meets the requirements of the competition is based on the content of the submitted Offer without recourse to external evidence.

Offers deemed unacceptable will be rejected by EAC. It is at EAC's absolute discretion to accept non-material deviations or irregularities in the offer, which do not render the offer unacceptable.

Bids deemed to substantially meet the above will be qualified for the next evaluation stage.

1.10.2 Stage B: Preliminary Economic Evaluation

For the financial evaluation, the following will be taken into account:

- (i) Bid Price, from the Financial Bid Form (Form 4).
- (ii) The estimated cost of connecting the project to the grid.
- (iii) The estimated cost of earthworks that may be required.
- (iv) Any other costs arising from the offer.

The evaluation will be made for the Use Period A (which for evaluation purposes will be considered to be one year) and the Use Period B lasting 27 years and will be done on the basis of today's prices after applying a discount rate of 2%. It is noted that for evaluation purposes only, it will be considered that the connection cost and earthworks cost will occur at the beginning of Use Period B. In the context of the evaluation, the evaluated cost per unit of energy produced will be calculated, as described below.

For each project the Evaluation Committee will estimate the cost of connecting the project to the grid and also the cost of the earthworks that will be required.

The Evaluation Committee will carry out a preliminary assessment of the power of the photovoltaic park that can be installed on the offered plot or plots. During the economic evaluation it will be considered that the energy produced will be 1700 MWh/MWp/year.

For each evaluated offer, the cost of the offer will be calculated per unit of energy produced, for the duration of the operation of the project, in €/MWh/year.

Bids deemed to substantially meet the above will be qualified for the next evaluation stage.

1.10.3 Stage C: Negotiation and Submission of Final Offers

After the Preliminary Economic Evaluation, bidders may be invited to a clarifying meeting and negotiation process of the Land Lease Agreement for the Installation of a Photovoltaic Park.

During the clarifying meeting and negotiation process, the following topics will be discussed indicatively:

1. Bid Price, as submitted in Form 4 and condition 6 of the proposed Agreement
Lease of Land for the Installation of a Photovoltaic Park
2. Any possible deviation, which was judged as non-essential
3. Any special characteristics of the piece(s), such as useful area, connection cost, earthworks etc.
4. Issues concerning the planning and implementation of the project

EAC will send before the meeting, Agenda with the topics to be discussed.

After the completion of the clarifying meeting and negotiation process, minutes will be sent which must be signed by both parties. Bidders will then be invited to submit their final bid proposal at a date and time to be determined.

1.10.4 Stage D: Final Economic Evaluation

EAC will carry out a new financial evaluation based on the final proposals that will be received, according to the methodology of Paragraph 1.11.2.

1.10.5 Stage E: Ranking of offers

After the completion of the final economic evaluation, the EAC will proceed with the ranking of the Offers, in ascending order of the evaluated cost per unit of energy produced.

The most economically advantageous offers will be considered those that, taking into account the offer prices, as well as the corresponding prices from EAC's existing land lease contracts, **present the lowest cost per unit of energy produced.**

1.11 Clarifications of Offers from EAC

After the submission and unsealing of the Tender and until the Award of the Contract, no clarification, modification or rejection of a condition of the Tender Documents or the Tender is accepted.

However, EAC has the right, as long as it is deemed necessary by the Competent Authority, to ask the Bidder to provide clarifications regarding the **content** of its Bid, throughout the evaluation process. In this case, the provision of clarifications is mandatory for the Bidder and is not considered a counteroffer.

Such clarifications will be delivered in writing, to EAC, within a reasonable period of time that it will determine on a case-by-case basis.

Of the clarifications given by Bidders, in accordance with the above, only those mentioned in the points for which they were requested are taken into account.

1.12 Assignment of Contract

The Contract Award is made to the Bidder whose final Bid has emerged, during the evaluation process, as the one presenting the lowest cost per unit of energy produced.

EAC reserves the right to award **more than one contract, starting with the Bidder with the lowest assessed cost per unit of energy produced.**

EAC reserves the right not to award any contract in the event that the Final Economic Evaluation of the offers results in an excessively high assessed cost per unit of energy produced.

EAC reserves the right to entrust an independent appraiser with the assessment of the offered lot and the proposed rent, and based on this may invite the bidder to a second negotiation meeting.

1.13 Ownership

EAC owns the ownership of all Bids submitted during this tender process and Bidders do not have the right to have their Bids returned to them by EAC.

1.14 Confidentiality

EAC will take into account the Bidders' legitimate interests in protecting confidentiality covering technical or commercial issues of their businesses.

Bidders are entitled to specify in their Bid the information they consider confidential and wish not to disclose to third parties, stating the reasons why they consider it confidential.

1.15 Alternative Offers

Alternative offers for all or part of the Object of the Contract are not accepted in the tender.

1.16 Submission of an Offer for part of the Subject of the Contract

Offers for part of the Subject of the Contract are not accepted.

1.17 Notification of Contest Results

EAC informs the prospective Contractor about the Award Decision.

The EAC informs by letter, in the case of cancellation of the tender, all Bidders, and in any other case the non-selected ones, of the decision taken.

EAC shall notify, within a period of 15 days from the receipt of a query, to each disqualified Bidder who submits a relevant query, the reasons for the rejection of his Bid.

1.18 Funding

This tender has been announced on the condition that EAC will secure at a later stage the necessary resources for the execution of the Project(s) or the Contract(s). In the event that the required resources cannot be secured, EAC reserves the right to cancel or terminate the Competition.

1.19 Cut-offs

EAC is obliged to deduct from the rental amount any contributions/taxes deriving from the legislation in force at any given time (e.g. GESY, Defense Levy, etc.)

Αρχή Ηλεκτρισμού Κύπρου



**LAND LEASE AGREEMENT
FOR THE INSTALLATION OF A PHOTOVOLTAIC PARK**

BETWEEN

CYPRUS ELECTRICITY AUTHORITY

AND

.....

UNIT FOR RENT:

**AGREEMENT DATE: {date} START DATE:
{date} END DATE: {date}**

This Agreement was made on 20..., in Nicosia.

BETWEEN

of the **CYPRUS ELECTRICITY AUTHORITY**, a Legal Entity under Public Law which was established on the basis of Article 3 of the Electricity Development Law, Chapter 171, with a registered address at 11 Amfipoleos Street, 2025, Strovolos, Nicosia, (hereinafter referred to as the "**Lessor**"), on the one hand

and

(In the case of a Natural Person)

of Mr./Ms./Ms./Ms./Ms./Mrs. identity card and address at (hereinafter referred to as "**the Lessor**"), on the one hand

and

(In the case of a Legal entity)

of the company, with registered address at, which for the purposes of this agreement is represented by the Director of, with No. ID (hereinafter referred to as the "**Lessor**")

Secondly

Hereinafter also referred to as **Contracting Parties or Parties**

1. PREAMBLE

Because the **Lessor** is the owner of the lot with no. Registration, F/Sq....., Plot with an area of m2 , hereinafter referred to as "**Plot**", as shown on the attached topographical plan as **APPENDIX A**,

And Because the **Landlord** declared his interest based on the Tender notice with no. **260/2023**, "**Long-term Land Lease for the Development of Renewable Energy Projects Energy Sources**" as offered by the Tenant for lease , with the payment of compensation,

And Whereas the Contracting Parties have agreed after negotiation, in relation to the price of the lease,

THE FOLLOWING IS AGREED BY THIS AGREEMENT:

2. DEFINITIONS

"Right-of-Way": means the right-of-way indicated by the Lessee, as depicted in red on the topographical plan attached as **Appendix A**, and includes a right of way both for access to the Photovoltaic Park, and for the arrival of cables and/or any other equipment, for its connection Photovoltaic Park, with the Lessee's Distribution network.

"Lessor" means the owner or lessee or user under a Concession Agreement User or beneficiary based on Ministerial Decree or beneficiary in another legal way and includes executors, administrators of estates and heirs or successors and his assigns, receivers and liquidators, custodians and trustees Landlord. Where the term "Landlord" includes more than one person shall be understood to mean all or any of them and their obligation shall be solidarity and separation. The right to use and/or lease the lot should must be of a duration of 30 consecutive years or more.

"Work": means all work relating to and relating to the installation, operation and management of a Photovoltaic Park and any ancillary facilities and equipment within the plot and includes any preparatory work, as well as all work relating to the dismantling and removal of Photovoltaic systems and any ancillary facilities and equipment, as well as the work to clean and restore the lot to its previous state, at the end of the Lease period.

"Lease Period": means the Lease Period A and the Lease Period B of the unit from the Lessee.

"Lease Period A": includes the time period from the signing of this Agreement until the completion of the Project's licensing. Provided that the Lease Period A may be terminated by the rejection of the Lessee's license application by CERA and/or any other competent authority and/or the non-issuance of any necessary license and/or after a decision of the EAC. Its licensing

Project includes the issuance of Construction Permits/Exemptions by CERA, urban planning permits, building permits, network connection conditions, as well as any other permit required by the current Legislation.

"Lease Period B": means the period of twenty-seven (27) consecutive years, from receiving all the necessary permits for the start of operations.

"CERA" means the Cyprus Energy Regulatory Authority, which was established and operates based on the Regulation of the Electricity Market Law of 2003 as it stands replaced by the Electricity Market Regulation Law of 2021 and on the Establishment and Operation of the Cyprus Energy Regulatory Authority Law of 2021.

3. INTERPRETATION

3.1 The entire preamble and Appendices form an integral part hereof of this Agreement.

3.2 The language to be used and in which to interpret the this Agreement is in Greek.

3.3 Words in the singular include the plural and vice versa, where the text it requires it.

3.4 All terms of this Agreement are material.

3.5 The invalidity of any term of this Agreement does not result in the total invalidity of this Agreement.

3.6 Violation of any term of this Agreement creates the obligation to pay Legal damages.

4. PURPOSE

4.1 The purpose of this Agreement is the lease of the unit, by the **Lessor** to the **Lessee**, for the installation of a Photovoltaic System together with all the necessary equipment.

4.2 The **Lessor** agrees and understands that the **Lessee** will take the necessary actions for the installation of the Photovoltaic System together with all the necessary equipment.

4.3 The plot under lease consists of the space of the plot inclusive of Right-of-Way, as shown in **APPENDIX A** and the Landlord undertakes to provide adequate and secure Right of Way, as well as any other consents required for all purposes of the Project.

5. LEASE PERIOD

5.1 The Contracting Parties agree that the duration of the lease may include only **Lease Period A**, as defined in condition 2 hereof Agreement.

5.2 The Contracting Parties further agree that the duration of the lease may to include **Lease Period A**, i.e. the time period from its signature of this Agreement until the approval of the **Lessee** 's applications by all competent authorities and **Lease Period B**, i.e. the twenty-year time period seven (27) consecutive years, from the issuance of the necessary licenses for the start of works, as defined in condition 2 of this Agreement.

5.3 In the event that the Contracting Parties wish to renew this Agreement, beyond the Lease Period, as defined in condition 2 of this Agreement, the renewal should be made in writing, following a written request from any of the Contracting Parties at least six (6) months before the end of the Lease Period and acceptance of the request by the other Party.

6. RENTAL PRICE

6.1 The Contracting Parties agree that the annual rental price for Lease Period A, as defined in clause 2 of this Agreement, will be €..... (..... EUROS), an amount which corresponds to 20% of the annual rental price for Lease Period B.

6.2 The Contracting Parties agree that the annual rental price for Lease Period B, as defined in clause 2 of this Agreement, will be €..... (..... EURO).

6.3 The Contracting Parties agree and understand that it is not allowed any increase in the rental price, before the end of both Rental Period A and Rental Period B.

6.4 The Contracting Parties agree that the annual rental price will be paid once a year, in one installment, payable at the beginning of each year and will be transferred to Lessor 's bank account .

7. LESSOR'S OBLIGATIONS

7.1 The **Lessor** agrees that he is obliged to deliver the lot to the **Lessee** with the signing of this Agreement in a state acceptable to the **Lessee** for him purpose of this Agreement, free from all encumbrances, clear from all demand and/or use by third parties and/or without any reason why the **Lessee** may be prevented from the direct use of the piece, so that it is physically and legally possible to execute, conduct and manage the Project.

Provided that, during Lease Period A, the Lessor may continue its use lot, after the relevant written consent of the Lessee, provided that the lot will may be delivered to the Lessee after a written warning that will not exceed the three (3) months.

7.2 In the event that the plot is encumbered by a mortgage and/or mortgages and/or other encumbrances, the **Lessor** is obliged to provide the written and express consent of the mortgagee and/or the person in whose name the encumbrance is registered, in which will expressly state that it does not have any objection and/or does not have any claim, whether monetary or otherwise, from the **Lessee**, both at the time of signing this Agreement and during it, including any renewals of the Agreement.

7.3 The **Lessor** agrees and undertakes to give all required consents and/or approvals for the licensing of the Project and/or to do whatever else is necessary for the licensing and/or completion of the Project in its capacity as owner.

7.4 The **Lessor** further agrees and undertakes that in case of sale and/or transfer due to donation and/or otherwise how and/or if for any other reason the parcel comes into the possession and/or ownership and/or ownership of a third party, the **Lessor** will take care

as the third party accepts the terms of this Agreement. In such case, the Contracting Parties agree that an amending Agreement will be signed for replacing the name of the old with the new **Lessor**, based on the terms of this Agreement.

7.5 The **Lessor** agrees that the assignment and any transfer of the Agreement of resulting rights and obligations, without the previous and written consent of the **Lessee** and the **Lessee** shall not refuse to give the consent of no reason.

8. LESSEE'S OBLIGATIONS

8.1 The **Lessee** agrees to use the unit exclusively and only in connection with the construction of a Photovoltaic Park, together with all the necessary equipment.

8.2 The **Lessee** agrees and undertakes that at the end of the Lease Period, deliver the parcel to the **Lessor**, after removing and/or removing all facilities and/or equipment and/or after restoring the lot to the condition that existed before the conclusion of this Agreement.

8.3 The Contracting Parties agree and understand that the obligation of **Lessee** to restore the parcel to the state it was in before the conclusion of this Agreement, does not require the restoration of any form of vegetation and/or other peculiarity of the ground and/or any other action which may cause disproportionate costs and/or loss of working hours for the **Lessee** .

9. FEES AND TAXES

9.1 The Lessor agrees to pay, from the signing of the Agreement and thereafter and throughout the term of the Agreement, any tax arising from ownership of the piece.

9.2 The Lessee agrees to pay, from the signing of the Agreement and thereafter and throughout the duration of the Agreement, any and/or any kind of fees, bills, sewerage charges, duties, costs, taxes and any other charges and rights in respect of the lot and the premises and/or buildings and/or the Project intended to be erected thereon, in relation to the period which will be covered by the Lease Agreement, as well as any levy he wanted

be imposed on the piece, and/or the facilities and/or the Project by any principle, concerning the possession of the piece.

10. TERMINATION

10.1 The **Lessee** may, among other reasons, request termination of this agreement Agreement, after the expiry of Lease Period A, as defined in clause 2, with written notice of one (1) month in the following cases:

- i. in case the relevant applications are rejected and/or if not all are received the necessary permits to start work on its installation Photovoltaic System,
- ii. if for any technical and/or other reason its installation is not possible Photovoltaic System
- iii. if the Lessee's Board of Directors decides not to proceed with the Work.

10.2 The **Lessor** may not terminate this Agreement, except in case of proven violation of an essential term of the Agreement by the Lessee. In case of unilateral termination of this Agreement, the **Lessor** agrees to pay the **Lessee** legal damages, including costs incurred by the **Lessee** and lost profits.

10.3 This Agreement is legally terminated, due to the expiration of the Lease Period, either due to termination as provided for in clause 10.1, or by mutual agreement of the Contracting Parties.

11. AMENDMENT

This Agreement may be modified, when both parties agree Contracting Parties. However, any modification of the present terms Agreement may only be made in writing and shall be signed by both Contracting Parties, expressly excluding any modification by oral Agreement.

12. CONTINUING LAW

This Agreement shall be governed by and construed in accordance with the law of the Republic of Cyprus and the Parties agree to submit to the jurisdiction of the Courts of the Republic of Cyprus.

THE DULY AUTHORIZED SIGNATORIES ACKNOWLEDGE AND AGREE TO THE ABOVE PROVISIONS:

ELECTRICITY AUTHORITY OF CYPRUS		
Lessee		Lessor	
Signature		Signature	
Name		Name	
Title		Title	
Locus	Nicosia	Locus	
Stamp		Stamp	

Witness on behalf of the Lessee		Witness on behalf of the Lessor	
Signature		Signature	
Name		Name	
Locus		Locus	
Date		Date	

PART C: APPENDIX WITH SAMPLE FORMS

LIST OF DOCUMENTS TO BE SUBMITTED

Long Term Lease of Owned Land for Development of Renewable Projects

Energy sources

No. Tender: **260/2023**

It is clarified that in case of submission of an offer by:

- i. An owner, all forms required to be signed and submitted by himself, or by his proxy.
- ii. In case of multiple owners (eg co-owners or submission of more than one lot by different owners) an Authorized Representative must be specified. Each owner/co-owner to sign and submit separately Form 2: Special Power of Attorney Document. The Authorized Representative must sign and submit all other forms required for the Contest.

- ÿ Responsible Bid Submission Declaration (Form 1), duly completed and signed by the owner or Authorized Representative
- ÿ Power of attorney (Form 2), duly completed and signed by each owner/co-owner, if applicable
- ÿ Specimen Signature of Authorized Representative (Form 3), if applicable. It is noted that in the case of several owners/co-owners, only one Form 3 - Sample Signature of the Authorized Representative should be submitted
- ÿ Recent copy of title deed, within the last 6 months, for each lot offered by each owner or co-owner
- ÿ or Deed of Sale Document filed at the Provincial Land Office for each lot offered by each owner or co-owner
- ÿ Recent Land Registry survey, of the last 6 months, where it appears that there are no encumbrances or encumbrances on the proposed plots.
- ÿ or Mortgagor's Certificate, if applicable, under clause 7.2 of the proposed Solar Park Installation Land Lease Agreement - Part B
- ÿ Financial Offer Form (Form 4) duly completed and signed by the owner or Authorized Representative
- ÿ Form of Deviations from the tender conditions (Form 5) duly completed and signed by the owner or Authorized Representative. It is noted that any requests to modify the terms of the lease agreement should be recorded in form 5.

ÿ Responsible Statement of Certification of Personal Status (Form 6), duly completed and signed by each owner/co-owner or Authorized Representative

FORM 1: RESPONSIBLE DECLARATION OF OFFER SUBMISSION

To: **Director of Procurement, Cyprus Electricity Authority**

Subject: **Long Term Lease of Owned Land for Development of Renewable Projects**

Energy sources

No. Reference: **Tender no. 260/2023**

Gentlemen,

We hereby officially and responsibly declare that:

1. After studying the Tender Documents and having gained a full understanding of the Object of the Contract, we, the undersigned, accept the terms of the tender and the terms of the proposed Land Lease Agreement for the Installation of a Photovoltaic Park, at the price stated in our Financial Offer .

We agree that our Offer will be valid for a period equal to that stated 2. in paragraph **1.0.9** of Part A (Instructions to Financial Entities) of the Tender Documents, will be binding on us and may be accepted at any time before the end of this period.

We agree that we will comply with the instructions given by the Contractor
3. Principle for the purposes of the object of the Convention.

4. We know that based on the terms of the tender documents in the event that:

- (a) withdraw our offer or part of it after the last date of submission of;
of offers and during the validity period of the offers, or
- (b) having been notified in writing of the acceptance of our Offer by the Contracting Authority
Beginning during the period of validity of the Offer,
(j) we have refused or failed to timely provide any Certificate and/or fulfill any other obligation
arising from our participation in the competition, or

(ii) we have refused or failed to sign the Agreement;

the following penalties may be imposed on us:

- a. exclusion from the right to assign the Contract,
- b. the sanctions provided by the Law and the Regulations regarding participation in future tenders that lead to the award of a public contract

Date:

Signature :

Signatory name:

No. Identity Card or
Passport signatory:

Signatory capacity (Owner or Authorized Representative):

Signatory address:

.....

Contact Phone:

Contact telefax:

Electronic Mail (e-mail):

Company Details (if applicable)

Company Name:

Signatory Position/Title:

Company address:

.....

Contact Phone:

Contact telefax:

Electronic Mail (e-mail)

No. VAT Registration:

Company Seal:

FORM 2: SPECIAL POWER OF ATTORNEY DOCUMENT

To: **Cyprus Electricity Authority** Subject:

Long-Term Lease of Owned Land for Development of Renewable Energy Projects

No. Tender: **260/2023**

This power of attorney is given today on 20....

I, the undersigned, with no.

ID, owner/co-owner of the following property(s)

a/a	No. Registration	Sheet/Drawing/Piece	Share Property	Area
1				
2				
3				
4				
5				

based on the Certificate of Real Estate Ownership / Sale Document with no. WHO

....., which has been filed with the Provincial Land Office

....., as shown in the Land Registry Survey dated

....., I declare the following:

With this power of attorney, I appoint and authorize Mr./Ms.

....., with no. identity card, and

address as

my authorized representative, as acting in my name and on my behalf, in relation to me

the following:

1. Submission of an Offer for the above property/s, in relation to Tender no. 260/2023, Long-Term Lease of Owned Land for the Development of Renewable Energy Projects Energy sources.

2. Sign all necessary documents, including correspondence, Contracts, applications and/or other forms concerning the purpose of Project Development from Renewable Energy Sources, for the above property.

With this power of attorney, I am attaching a sample signature certification form of Mr./Ms.

.....

The Attorney

Signature:

Name:

No. ID:

Address:
.....

Date

.....

Signed (sealed) this day before a Certifying Officer.

FORM 3: SAMPLE SIGNATURE OF AUTHORIZED REPRESENTATIVE

FULL NAME:

CIVIL IDENTITY NUMBER:

SIGNATURE SAMPLE:

Date

.....

Signed (sealed) this day before a Certifying Officer.

FORM 4: FINANCIAL OFFER FORM

ELECTRICITY AUTHORITY OF CYPRUS

No. Tender 260/2023

The Bidder should state below the offered plots and prices for the Lease of Land for the Development of Renewable Energy Projects. The prices to be offered must be in **euros** only. Companies registered in Cyprus to provide their VAT registration number.

IMPORTANT:

Before completing the tender form, Tenderers are urged to confirm that they have taken into account, during the preparation of the Tender, all the Clarifications and/or Amendments that may have been issued for this tender.

This form is part of the Offer:

A / A	File/Sq/Pc	Area (tens)	Community or Municipality / Province	Road Network / Legal Access	Unit Price € per penny per year	Total Price €
1						
2						
3						
4						
5						
TOTAL ANNUAL OFFER AMOUNT: (in numbers):						
TOTAL ANNUAL OFFER AMOUNT (in writing):					

The prices offered above do not include VAT.

Additional information (to be completed by the Bidder):

Coin: **Euro**

Offer validity period: Until
(see date in paragraph 1.0.9 in Part A)

Payment Terms: As per the terms of the proposed Land Lease Agreement
for the Installation of a Photovoltaic Park

Date:

Signature :

Signatory name:

No. Identity Card or
Passport signatory:

Signatory property
(Owner or Authorized
Representative):

Company Details (if applicable)

Company Name:

Signatory Position/Title:

No. VAT Registration:

Company Seal:

FORM 5: DEVIATIONS FROM CONTEST TERMS

I hereby declare that my bid fully complies with all the terms, conditions and requirements of the Competition, including the Specifications and Amendments/Clarifications (if any), except where expressly noted on this form as deviations.

Paragraph Agreement	Description of deviation/proposed modification

Date:

Signature :

Signatory name:

No. Identity Card or
Passport signatory:

Signatory capacity (Owner or
Authorized Representative):

Company Details (if applicable)

Company Name:

Signatory Position/Title:

No. VAT Registration:

Company Seal:

FORM 6: RESPONSIBLE STATEMENT OF CERTIFICATION OF PERSONAL STATUS

To: **Cyprus Electricity Authority**

Subject: **Long-Term Lease of Owned Land for Development of Renewable Projects**

Energy sources

No. Tender: **260/2023**

I hereby declare that:

- a. I have not been convicted by a final judgment against me, nor is there any admission by me of:
- (i) participation in a criminal organization, as defined in article 2 of the Framework Decision 2008/841/JHA of the Council of 24 October 2008 on the fight against organized crime,
 - (ii) corruption, as defined in Article 3 of the Convention on Combating Bribery involving Officials of the European Communities or the Member States of the European Union, drawn up pursuant to Article K.3 paragraph 2 point (c) of the Treaty on the European Union and in article 2 paragraph (1) of the Framework Decision 2003/568/JHA of the Council of 22 July 2003 on the fight against terrorism or moral commission, collaboration or attempt to commit a crime as defined in article 4 thereof,
 - (iii) fraud, within the meaning of article 1 of the convention on the protection of the financial interests of the European Communities,
 - (iv) terrorist crimes or crimes related to terrorist activities, as defined respectively in articles 1 and 3 of the Decision – Framework 2002/475/JHA of the Council of June 13 , 2002 on the fight against terrorism or moral commission, collaboration or attempt to commit a crime as defined in article 4 thereof,
 - (in) money laundering or terrorist financing, as defined in Article 2 of the Prevention and Combating of Money Laundering Laws of 2007 to 2016;
 - (we) child labor and other forms of human trafficking, in accordance with Article 2 of the Prevention and Combating of Trafficking and Exploitation of Persons and the Protection of Victims Act of 2014.

Provided that, the obligation to exclude me from the Contracting Authority also applies when the person, against whom a final conviction was issued or there is an admission, is a member of the administrative, managerial or supervisory body of the organization or has the power of representation, decision-making or control in this,

- b. I have not defaulted on my obligations regarding the payment of taxes or social security contributions on the last date of submission of the

Tenders, and this has been established by a judicial or administrative decision with final and binding force, in accordance with the legal provisions in force in the Republic of Cyprus / in the country where I am established, i.e. on **<delete as not applicable>**,

- c. I am not bankrupt, I have not been subject to reorganization or special liquidation proceedings, I am not subject to compulsory administration by a liquidator or the court, I have not been subject to bankruptcy settlement proceedings, I have not suspended my business activities or I am not in any similar situation that results from a similar procedure provided for in national laws and regulations,
- d. I have not committed serious professional misconduct, which calls into question my integrity,
- e. I have not entered into agreements with other economic operators with the aim of distorting competition,
- f. I do not fall into a situation of conflict of interest, within the meaning of article 6 of Law 140(I)/2016, which cannot be cured by other less invasive means,
- g. I do not fall into a situation of distortion of competition from my previous participation in the preparation of the contract conclusion procedure, as defined in article 53 of Law 140(I)/2016, which cannot be cured by other, less intrusive means,
- the. I have not demonstrated serious or repeated misconduct, in the performance of a material requirement under a previous public contract, a previous contract with a contracting entity or a previous concession contract, which resulted in the early termination of the previous contract, damages or other similar sanctions,
- i. I have not been found guilty of serious misrepresentation when providing the information required to verify the absence of grounds for exclusion or to fulfill the selection criteria, nor have I withheld such information and am able to provide the supporting documents required in accordance with article 59 of Law 73(I)/2016,
- i. I have not committed an offense related to undeclared or illegal employment of employees in the last three years, based on a decision that has the force of res judicata, as well as an offense related to the violation of the Minimum Wage Ordinance in the last three years.

Any paragraph that does not apply should be deleted and clarifications should be given in the space that follows.

.....

.....

.....

.....

Date:

Signature :

Signatory name:

No. Identity Card or Passport signatory:

Signatory capacity (Owner or
Authorized Representative):

Company Details (if applicable)

Company Name:

Signatory Position/Title:

No. VAT Registration:

Company Seal: