

Tender No: AT. 5/2021

Subject: SUPPLY AND MAINTENANCE AND/OR RENTAL OF MOTOR VEHICLES**BRIEF DESCRIPTION****1. INTRODUCTION**

Tenders are invited by **Cyprus Telecommunications Authority** (hereinafter called Cyta) for:

Supply and Maintenance and/or Rental of Motor Vehicles.

2. VEHICLES REQUIRED

The types and numbers of vehicles required are given in Table 1 below. All vehicle quantities are indicative and shall be used only for evaluation purposes. Cyta shall define its final orders based on actual requirements. Cyta has the right to place more than one order: one order upon award and another order until 30/6/2022, complying with the present tender specifications.

3. GENERAL TECHNICAL CHARACTERISTICS**3.1. Right-Hand Drive**

The vehicles shall be right-hand drive type.

3.2. Engine

Vehicles shall be powered by a modern, four-stroke, water cooled, turbocharged, common-rail-direct-injection (CRDI) or high-pressure unitary injector (HPUI) diesel engines, as specified herein or by gasoline engines combined with a hybrid electric drive system.
All engines shall be either EURO 6d rated.

Vehicles shall be of the front engine type with front opening bonnet.

Full details of engine characteristics shall be given including cubic capacity, number of cylinders, compression ratio, maximum DIN power (net) and torque outputs and the engine revs at which these outputs are achieved (in conformity with the relevant EU standard), fuel, ignition, cooling and electrical systems.

3.3. Transmission

All vehicles shall have manual synchromesh, automatic or CVT gearbox on all forward gears. A minimum of 6 forward gear ratios are required.

Full details of the transmission system shall be given.

3.4. Fuel Consumption

Official WLTP and NEDC fuel consumption figures shall be stated for the following conditions:

- Urban
- Extra Urban
- Combined

All fuel consumption data supplied shall be stated in official manufacturer literature and verified by independent organizations like VCA, ADAC etc.

4. CLOSING DATE

Tenders shall be submitted by 10:00 hours on Friday, 10th of September 2021.

5. VALIDITY OF TENDERS

Tenders are to be held open for acceptance for 180 days from the specified closing date.

6. EXTENT OF TENDERS

Only Tenders covering the supply of all Works detailed in one or more Sections of the Specification (Section A and/or Section B and/or Section C and/or Section D and/or Section E and/or Section F) must be submitted. Proposals for either supply or rental for the whole quantity of each section will be accepted.

Partial Tenders, covering some of the Works included in one or more Sections shall not qualify for consideration. However, partial Tenders covering the supply of all Works in some Sections shall qualify for consideration.

7. SUPPLY OR RENTAL AGREEMENT

Cyta shall have the option to enter into a Supply or Rental Agreement covering all orders of Vehicles/Equipment/Services described in this Specification. The applicable prices for each additional order shall be based on the tendered Unit Prices, which shall remain fixed and unaltered throughout the validity period of the Supply or Rental Agreement, unless a Price Indexation Formula is agreed prior to signing of the Supply or Rental Agreement.

Tenderers who wish to adopt a Price Indexation Formula in the Supply or Rental Agreement must include in their Tender their proposal for this Price Indexation Formula. This proposal shall be used for tender evaluation purposes and shall serve as a basis for discussion of the final Price Indexation Formula to be agreed in case of award. The proposal must include the following:

- i. The proposed Price Indexation Formula.
- ii. Sufficient details for application of the proposed Price Indexation Formula.
- iii. Provision in the proposed Price Indexation Formula for taking into consideration all aspects affecting the tendered Unit Prices, including the prevailing downward trend in market prices over time and the impact of newer models or technologies where applicable.
- iv. Provision in the proposed Price Indexation Formula for a ceiling (maximum) increase per annum or minimum decrease per annum, applicable on the tendered Unit Prices for Equipment/ Materials/ Services), which shall be used for Tender evaluation purposes as well as when applying the formula in actual practice.

If the proposal for the Price Indexation Formula does not comply with requirements i. to iv. above, the tendered Unit Prices will be considered fixed and unaltered for tender evaluation purposes and they shall also apply as the maximum Unit Prices for additional orders in case of award.

7.1. SUPPLY AGREEMENT

Included in Part IV of these Specifications is the document with the Terms and Conditions of the Supply Agreement, respectively, that the successful Tenderer will be required to sign. Tenderers shall provide in their Tender their compliance to the clauses therein.

For the Supply Agreement purpose, although the Tenderer shall assume the supply of quantities as indicated in the Specification, Cyta shall not be bound to place orders for any of the above quantities. Actual orders shall be placed from time to time in accordance with the needs of Cyta.

7.2. RENTAL AGREEMENT

Tenderers wishing to enter a Rental Agreement shall comply with all the provisions provided to the relevant laws of the Republic of Cyprus and submit a certified copy of their licence.

Included in Part VI of these Specifications is the document with the Terms and Conditions of the Rental Agreement that the successful Tenderer will be required to sign. Tenderers shall provide in their Tender their compliance to the clauses therein.

Similarly, to the Supply Agreement, Tenderers shall assume the supply of quantities as indicated in the Specification. However, Cyta shall not be bound to rent any of the above quantities.

8. PAYMENT TERMS

Payment for each option shall be effected as follows:

8.1. For Supply and Maintenance Option

Payment shall be effected in cash within 45 days from the completion of the delivery of all ordered goods, upon submission of a commercial invoice.

Annual maintenance fee shall be effected in cash in two semi-annual instalments in arrears. Payment shall be made within 45 days from the end of each six (6) month maintenance period.

8.2. For the Rental Option

Rental fees shall be paid monthly. Each monthly invoice shall be given/sent to Cyta on the first working day of each month concerning the rental cost of the previous month. Each monthly invoice will be paid in arrears within 45 days upon submission of a commercial invoice.

9. TAXES

All taxes, import duties, levies and duties whatsoever, except VAT on imports, applicable at present or in future, due pursuant to the Contract that may be concluded under the present Tender and arising therefrom, shall be paid by the Contractor. Any such charges, if included in the tendered sum, should be separately disclosed. VAT on imports shall be paid by Cyta.

Tenderers should note that foreign companies and/or individuals providing services (training, consultancy, maintenance, licence fees etc.) in Cyprus may be liable to payment of up to 10% withholding tax. All invoices will be submitted to the Cyprus Tax Authorities before settlement and if any withholding tax is due, it will be deducted from the payment.

Tenderers whose country has signed a Double Taxation Treaty with Cyprus may claim from their Tax Authorities the amount deducted. Cyta shall provide a confirmation of payment from the Cyprus Tax Authorities.

10. PERFORMANCE GUARANTEE (BOND)

Any successful Tenderer shall be required to provide an irrevocable and unconditional Performance Bond in the form indicated herein from a Bank operating in Cyprus which is authorized by the Central Bank of Cyprus to issue such guarantees for the due performance of any Contract or Order that may arise under this Tender and a similar Bond for any further orders placed in the framework of a Supply Agreement.

The Performance Bond(s) shall be issued for the **5%** of the value of the Contract or Order and shall remain valid until the due performance of same, i.e. the Final Acceptance Date.

In case of a cash payment upon the signing of the Contract or upon the placing of an order, the successful Tenderer, in addition to the Performance Bond, shall issue an irrevocable and unconditional Banker's Guarantee for an amount equal to the cash payment.

This guarantee shall follow precisely the format shown in Appendix I and shall safeguard that the Tenderers are bound by the terms of their Tender and that they have no right to change those terms throughout the Validity of the Tender.

The successful Tenderer shall be required to extend the Participation Guarantee until the time of submission of the Performance Bond in accordance with the Specification.

11. TENDER PRESENTATION

The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or the person or persons duly authorized to bind the Tenderer to the Contract. All pages of the Tender, except for unamended printed literature, shall be initialled by the person or persons signing the Tender.

The Tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.

The Tender shall be divided into two distinct parts:

- Commercial Tender.
- Technical Tender.

12. TENDER EVALUATION

Supply and Maintenance Agreement

The economic evaluation of the Tenders shall be based on an overall Net Present Value (NPV) to be calculated using the following individual prices:

- a. Supply of vehicle
- b. Registration fees
- c. Ladder Racks and other accessories/equipment (if any)
- d. Maintenance charges for ten (10) years. Note that item quantities, wherever applicable, are indicative and shall be used only for evaluation purposes. There shall be one oil change and one major routine maintenance per vehicle each year. Routine maintenance items include oil filters, cabin filters and fuel filters (when applicable).
- e. Additional maintenance items (i.e. timing belt, water pump, brake pads) and transmission items (clutch disk)
- f. Fuel costs for ten (10) years based on the vehicle's official combined-cycle fuel consumption and the fuel retail prices on the Tender's closing date, as posted on the official web page of the Ministry of Industry, Commerce and Tourism.
- g. Road tax costs for ten (10) years, computed using the road tax estimates based on the CO2 emissions, as posted on the Department of Road Transport web page: (<http://www.mcw.gov.cy/mcw/RTD/rtd.nsf/All/BCF4F4923F51CF98C2257C6000233C55?OpenDocument>).
- h. Man hours for additional repairs computed using the man hour rate supplied by each Tenderer, the % increase in this rate given by each Tenderer and a total of 10 man hours per year per vehicle.

Rental Agreement

It is clarified that the economic evaluation of the Tenders shall be based on an overall Net Present Value (NPV) of the rental cost for ten (10) years.

13. TENDER AWARD

Cyta reserves the right to award either complete Sections of the Tender to different Tenderers or all Sections of the Tender to the same Tenderer.

14. DELIVERY TIME

Firm deliveries and Implementation Schedule for the completion of all Works shall be quoted.

Any such delivery or implementation dates shall be regarded as of essence to the Contract.

Firm delivery periods shall also be quoted for any further order placed in the framework of a Supply or Rental Agreement.

In case of delay in the delivery of equipment, the Authority is entitled to claim damages which are specified as equal to 1% per week on the total value of the undelivered portion of the order plus the value of any delivered equipment which cannot in consequence be put to the use intended. These damages, however, shall not exceed 10% of the total value of the undelivered plus the incapacitated equipment.

Vehicles shall be delivered within five (5) months from order.

15. PRICE OF TENDER DOCUMENTS

The relevant tender documents are available free of charge, only in electronic form via Cyta Tenders website <http://www.cyta-tenders.cytanet.com.cy>, after first completing the form shown on the website and sending it the email address prosfores@cyta.com.cy.

16. INDICATIVE QUANTITIES OF VEHICLE

Section	Vehicle Type	Total Quantities	Orders per Section	
			Order 1 Vehicles to be order upon award	Order 2 Vehicles to be ordered until 30/6/2022
A	Mini Van	65	35	30
B	Medium Van	85	60	25
C	Bonnet Type Panel Van	33	26	7
D	Double Cabin Pick-Up	10	5	5
E	Single Cabin Pick-Up Truck	4	2	2
F	Medium Saloon Sedan / Hatchback	28	14	14