

**Tender No: AT.6/2024****Subject: SUPPLY OF MECHANICAL EQUIPMENT FOR FIRE SUPPRESSION SYSTEMS****BRIEF DESCRIPTION****1. INTRODUCTION**

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

**Supply of Mechanical Equipment for Fire Suppression Systems.****2. CLOSING DATE**

Tenders shall be placed by the Tenderers or their representatives in Cyta's Automated Tender Box at Ground Floor, Head Office Building, Telecommunications Street, Strovolos, Nicosia, Cyprus, by 10.00 hours on Friday, 31<sup>st</sup> May 2024, which is the Closing Date and Hour. Tenderers should note that the Tender Box will automatically lock at exactly 10.00 hours on the Closing Date with the indication «CLOSED».

Tenders submitted after the Closing Date and Hour shall neither be accepted nor taken into consideration.

**3. TENDER DESCRIPTION**

The Tender includes the supply of the following fire suppression mechanical equipment:

1. Fire suppressant cylinders of various sizes and capacities.
2. Cylinder wall brackets.
3. FK-5-1-12 (Dodecafluoro-2-methylpentsn-3-one) suppressant or branded Novec 1230.
4. Cylinder discharge valve assembly with manometer and pressure relief device (specific valve requirement: Tyco 302.209.002).
5. Cylinder connection manifolds.
6. Flexible cylinder connection tubes.
7. Electrical actuators (specific actuator required: Tyco 304.205.001).
8. Pneumatic actuators (specific pneumatic actuator required: Tyco 304.209.004).
9. Manual actuator (specific manual actuator required: Tyco 304.209.002).
10. Pneumatic tubing and connection accessories compatible with the valve assembly.
11. Piezoelectric pressure sensors attached to the valve and comprising wires for connection to the central management system.
12. Bronze nozzles for FK-5-1-12 (suppressant release bore holes shall be estimated by Cyta for each site).

A more detailed description of the required equipment is given in Part III of this specification.

#### **4. VALIDITY OF TENDERS**

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

#### **5. EXTENT OF TENDERS**

Only Tenders for the supply of all Works detailed in this Specification must be submitted. Partial Tenders shall not qualify for consideration.

#### **6. SUPPLY AGREEMENT**

Cyta shall have the option to enter into a Supply Agreement covering the initial and additional orders of Equipment/Materials/Services described in this Specification, to be placed over a period of up to two (2) years from the Effective Date of Contract. 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 Agreement, unless a Price Indexation Formula is agreed prior to signing of the Supply Agreement.

Tenderers who wish to adopt a Price Indexation Formula in the Supply 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:

- a. The proposed Price Indexation Formula
- b. Sufficient details for application of the proposed Price Indexation Formula
- c. 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.
- d. 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 a to d 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.

For the purpose of the Supply Agreement, 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.

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

## 7. PAYMENT TERMS

Tenderers shall comply with the following payment terms for the Equipment/Materials/Services applicable during the execution of the project until the Final Acceptance Date and for Services applicable during the period the Services are rendered to Cyta.

### For Equipment and Implementation Services:

5% of the contract price, within 45 days from the Effective Date of Contract upon submission of a pro-forma invoice and the delivery of an unconditional advance payment guarantee

90% of each order, within 45 days from the Provisional Acceptance Date upon submission of a commercial invoice for the 100% of the order value

5% of each order within 45 days from the Final Acceptance Date

### For Services (Excluding Services Included in the Works):

100% (one hundred percent) of the Services with forty five (45) days from the date of the relative invoice which shall be issued after the Services are actually rendered and completed

## 8. TAXES AND DUTIES

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 concluded under the present Tender and arising there from, 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, license 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.

## 9. 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 2% 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.

## 10. 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
- a. 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.

## 11. TENDER AWARD

Cyta shall award the complete Tender to one Tenderer. No partial award shall be allowed.

## 12. 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.

In case of delay in the delivery of equipment, Cyta 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.

## 13. 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](mailto:prosfores@cyta.com.cy).