

CENTRAL BANK OF CYPRUS

ACQUISITION OF NOTEBOOK COMPUTERS

CALL FOR TENDERS

TENDER NO 03/2004

February 2004

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Section I
INSTRUCTIONS AND
INFORMATION ON
TENDERING

1 CALL FOR TENDERS

1.1 Definition

1.1.1 Unless otherwise specified, references to “the Bank” throughout these documents means the Central Bank of Cyprus and references to “product”, “products”, “equipment” or “goods” refer to notebook computers.

1.2 Description of the Call for Tenders

1.2.1 The Bank has issued this call for tenders for the acquisition of notebook computers, including maintenance and services associated with this equipment.

1.2.2 The Bank requires twenty (20) notebook computers to be purchased over a period of one year.

1.2.3 The notebook computers will be connected to the Bank’s network and will be used for normal office tasks such as word-processing, spreadsheets, presentations, printing, downloading / uploading data from diskette, surfing the World-Wide-Web, running Oracle applications and Lotus Notes. Some of the applications require high disk throughput and good performance e.g. personal firewall and anti-virus scanning.

1.2.4 The Bank prefers internationally known, proven and reliable notebook computer brands from well-established vendors, who have a long-term strategic commitment to the proposed product brand. The Bank sees the long-term viability of the vendor and the proposed product brand as a very important issue in this call for tender.

1.3 Acceptance of Terms and Conditions

1.3.1 By participating in this call for tenders, the tenderer accepts wholly all the terms and conditions contained in this document.

1.3.2 Any divergence or deviation from these terms and conditions must be clearly stated in the tenderer’s proposal.

1.3.3 The Bank reserves the right to accept or reject these divergences or deviations.

2 GENERAL TERMS AND CONDITIONS

2.1 Responding to Call for Tenders

- 2.1.1 Tenderers are expected to examine all instructions, forms, conditions and requirements in this tender document. In order to support an answer, tenderers may refer to publications by quoting the name, chapter, section and/or paragraph of the information source.
- 2.1.2 Failure to furnish all the information required by the Bank or submission of a proposal not substantially responsive to the tender document will be at the tenderers' risk and may result in the rejection of their proposal.
- 2.1.3 Tender proposals must be well presented, explicit and unambiguous as described in 3 and 4 below, must not contain presumptions, reservations, or terms that render them inadmissible, and must comply with the tender submission requirements in 2.2.

2.2 Submission of Tender Proposals

- 2.2.1 Tender proposals, all accompanying documentation and other material, must be submitted in two sets inside sealed envelopes. Both sets must display the Tenderer's Name/Company.
- 2.2.2 SET ONE must be labelled "Tender No 03/2004 for Acquisition of Notebook Computers - ORIGINAL" and must contain the TECHNICAL PROPOSAL and the FINANCIAL PROPOSAL each in a separate sealed envelope labelled "Tender No 03/2004 for Acquisition of Notebook Computers – TECHNICAL PROPOSAL - ORIGINAL" and "Tender No 03/2004 for Acquisition of Notebook Computers – FINANCIAL PROPOSAL - ORIGINAL" respectively.
- 2.2.3 SET TWO must be labelled "Tender No 03/2004 for Acquisition of Notebook Computers - COPY" and must contain the TECHNICAL PROPOSAL and the FINANCIAL PROPOSAL each in a separate sealed envelope labelled "Tender No 03/2004 for Acquisition of Notebook Computers – TECHNICAL PROPOSAL - COPY" and "Tender No 03/2004 for Acquisition of Notebook Computers – FINANCIAL PROPOSAL - COPY" respectively.
- 2.2.4 The tenderer must initial all pages contained in the tender proposal except any accompanying printed documentation, such as advertising leaflets, brochures and other similar material.

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2.2.5 If any differences exist between the ORIGINAL and the COPY versions of the tender documents, then the ORIGINAL will be treated as the valid tender proposal.

2.3 Deadline for Submission

2.3.1 Tender proposals must be deposited in the Purchasing Committee's tendering box located in Room 018 at the Bank's premises, not later than 1:00PM, Monday 8, March 2004.

2.3.2 Tender proposals may also be submitted via post to the following address:

**Purchasing Committee
Central Bank of Cyprus
80 Kennedy Avenue
P.O.Box 25529
1395 Nicosia**

Tender proposals reaching the Purchasing Committee after the deadline for submission will not be accepted and will be returned to the tenderers unopened.

2.4 Tender Validity

2.4.1 Tender proposals shall remain valid for 90 days after the deadline for submission. Tender proposals valid for shorter periods will not be taken into consideration.

2.5 Cost of Tendering

2.5.1 Tenderers must bear all costs associated with the tendering procedure.

2.6 Clarifications

2.6.1 Tenderers may request in writing via post or fax from the address below, clarifications regarding any part of the tender document at least 15 days prior to the deadline for submission of tenders. Moreover, they may submit suggestions, comments and observations regarding any part of the tender document.

**IT Department
CLARIFICATIONS TENDER 03/2004
Central Bank of Cyprus
80 Kennedy Avenue
P.O.Box 25529
1395 Nicosia

FAX NO. 22 378547**

2.6.2 The Bank will respond in writing and if the reply to a question is of general interest copies may be sent to the other tenderers without identifying the source of the enquiry. The last date for replying to clarifications by the Bank will be at least six (6) days prior to the deadline for submission of tenders.

2.7 Modification of the Tender Documents by the Bank

2.7.1 The Bank reserves the right to modify the tender document at any time prior to the deadline for submission of tenders. Any such modification will be identified with a reference number and date and will be issued by the Purchasing Committee.

2.7.2 The Bank may extend the deadline for submission of tenders in the case of a major modification.

2.8 Modification or Withdrawal of the Tender Proposal

2.8.1 Tenderers may modify or withdraw their tender proposal before the expiration of the deadline for submission of tenders. Such requests must clearly indicate whether they concern a modification or a withdrawal.

2.8.2 In the case of modification, tenderers must comply with the conditions set out in 2.2 above.

2.8.3 Requests for modification or for withdrawal must be addressed to the Purchasing Committee in writing as in 2.3.2 above.

2.9 Cancellation

2.9.1 The Bank reserves the right to cancel this call for tenders at any time prior to the Award of Tender without having to give any reason and without being liable for damages to the tenderers.

3 TECHNICAL PROPOSAL

3.1 Minimum Technical Requirements

- 3.1.1 The Bank's minimum technical requirements can be found in ANNEX A1 TECHNICAL REQUIREMENTS - NOTEBOOK. Tenderers may propose more than one product. Each proposed product must satisfy all the Bank's minimum technical requirements.
- 3.1.2 Tenderers may specify a product with better specifications than the Bank's minimum requirements. These improved specifications must be clearly identified and a brief explanation of the expected benefits must be given.
- 3.1.3 Tenderers must complete the entries in ANNEX A1 for each proposed product.

3.2 Bill of Materials

- 3.2.1 Tenderers must complete ANNEX A2 BILL OF MATERIALS - NOTEBOOK stating exactly what units are being offered with the proposed product. In the FINANCIAL PROPOSAL the unit price stated in the BILL OF COSTS - NOTEBOOK must include all the units described in the BILL OF MATERIALS - NOTEBOOK.
- 3.2.2 Tenderers must complete the entries in ANNEX A2 for each proposed product.

3.3 Tenderer and Vendor Details

- 3.3.1 Tenderers must identify themselves to the Bank by completing ANNEX A5 QUESTIONS RELATING TO THE IDENTIFICATION OF THE TENDERER.
- 3.3.2 Tenderers must answer the questions in ANNEX A6 QUESTIONS RELATING TO THE TENDERER.
- 3.3.3 The tenderer's response relating to questions in ANNEX A6 must be unambiguous and comprehensive, and must follow the structure of the questionnaire. The response must be attached to the questionnaire itself.
- 3.3.4 Tenderers must ensure they have a separate response for entry in A6.1.3 for each proposed product brand.

3.4 Tender Guarantee

- 3.4.1 The tenderer must furnish as part of the technical proposal, a Tender Guarantee issued by a local bank equal to CYP 1000 with a validity period of 90 days from the date of deadline for submission.
- 3.4.2 Any technical proposal not furnished with a Tender Guarantee will be rejected.
- 3.4.3 The Tender Guarantee will be returned to the successful tenderer upon the signing of the Contract and the presentation of a Performance Guarantee.
- 3.4.4 The Tender Guarantee will be returned to the unsuccessful tenderers upon announcement of the successful tenderer.
- 3.4.5 The Bank can make a demand for payment under the Tender Guarantee if:
- ◇ **the tenderer withdraws a proposal during the tender validity period,**
 - ◇ **the successful tenderer fails to sign the Contract,**
 - ◇ **the successful tenderer fails to furnish the Bank with the Performance Guarantee.**

3.5 Contents of TECHNICAL PROPOSAL

- 3.5.1 The completed annexes:
- ◇ **ANNEX A1 TECHNICAL REQUIREMENTS - NOTEBOOK**
 - ◇ **ANNEX A2 BILL OF MATERIALS - NOTEBOOK**
 - ◇ **ANNEX A4 QUESTIONS RELATING TO THE EXCLUSION OF THE TENDERER**
 - ◇ **ANNEX A5 QUESTIONS RELATING TO THE IDENTIFICATION OF THE TENDERER**
 - ◇ **ANNEX A6 QUESTIONS RELATING TO THE TENDERER with the answers attached to the questionnaire.**
- 3.5.2 All technical information regarding proposed products.
- 3.5.3 The Tender Guarantee.
- 3.5.4 Any other relevant information the tenderer wishes to submit.
- 3.5.5 Inclusion of any information of the Financial Proposal in the Technical Proposal may result in the rejection of the tender proposal.

4 FINANCIAL PROPOSAL

4.1 Tender Proposal Prices

- 4.1.1 The unit price must include the price of the product, the cost of packaging, transportation, insurance and assembling at the Bank's premises.
- 4.1.2 VAT will be added to the unit price and paid by the Bank at the time of invoicing.
- 4.1.3 Any other costs, not explicitly stated in the tender proposal will be assumed to be included in the price and under no circumstances will the Bank undertake to pay them.
- 4.1.4 Except as provided in 5.5 Modification of the Tender Proposal Prior to the Award of Tender, prices quoted will be final and fixed for the Bank and any adjustments, whatever their cause, will not be acceptable during the whole period of the validity of the tender.

4.2 Tender Proposal Currency

- 4.2.1 Prices must be quoted in Cyprus Pounds.

4.3 Bill of Costs

- 4.3.1 Tenderers must complete all the details required in ANNEX A3 BILL OF COSTS - NOTEBOOK.
- 4.3.2 The Total Cost of the proposed notebook computer includes the unit price and four years maintenance.
- 4.3.3 Tenderers must list all consumable and optional items that are applicable for their proposed product, also stating their expected life cycle.
- 4.3.4 Tenderers must also include their engineering charge rates for the first four years of the product's life.
- 4.3.5 Tenderers must complete the entries in ANNEX A3 for each proposed product.

4.4 Contents of FINANCIAL PROPOSAL

- 4.4.1 The completed ANNEX A3 BILL OF COSTS - NOTEBOOK

5 EVALUATION OF TENDERERS AND PROPOSALS

5.1 Procedure for Evaluation

5.1.1 The evaluation of the tenderers and proposals will take place in three stages:

Stage I. Exclusion of tenderers

Stage II. Evaluation of technical proposal

Stage III. Evaluation of financial proposals.

5.1.2 Proposals which do not satisfy the conditions set out in Stage I will not pass on to Stage II of the evaluation.

5.1.3 Stage II of the evaluation will be based on the tenderer's answers to the questionnaires, confirmed by tests if necessary, customer references and information from public and specialist sources as regards the vendor and the product. All the information will be evaluated against the ANNEX A7 AWARD CRITERIA specified in this document.

5.1.4 Proposals will proceed to Stage III of the evaluation if they **score a minimum of 80 percentage points** in Stage II.

5.2 Stage I Evaluation Criteria for the Exclusion of Tenderers and Proposals

5.2.1 Technical proposal not furnished with a Tender Guarantee will be rejected

5.2.2 Tenderers must answer all the questions in ANNEX A4 QUESTIONS RELATING TO THE EXCLUSION OF THE TENDERER and authenticate their answers with their signature at the end of the document. A tenderer can be excluded from the call for tenders if any one of the conditions is not true i.e. the answer to the question is NO.

5.2.3 Proposed products that do not satisfy all the Bank's minimum technical requirements as set out in ANNEX A1 TECHNICAL REQUIREMENTS - NOTEBOOK will result in the rejection of the proposal.

5.2.4 Proposals that fail to furnish all the information required by the Bank or their content is not substantially responsive to the call for tender document may result in the rejection of the proposal.

5.3 Stage II Evaluation of Technical Proposals.

Technical proposals will be evaluated as follows:

- 5.3.1 Proposals will be evaluated and awarded points according to the Bank's Award Criteria listed in ANNEX A7 AWARD CRITERIA.
- 5.3.2 The Bank's Award Criteria are heavily weighted on the product's technical evaluation, but also take seriously into consideration both the tenderer's technical and financial soundness, and the vendor's / manufacturer's international standing as described in 1.2.4 above.
- 5.3.3 Tenderers may be invited to demonstrate their proposed products and services in order to confirm the technical information provided in the proposal, the principal features, the user friendliness and ergonomic aspects of the proposed equipment.
- 5.3.4 Proposals that score a minimum of 80 percentage points will be considered for the financial evaluation.

5.4 Stage III Evaluation of Financial Proposal

Financial proposals will be evaluated as follows:

- 5.4.1 Proposals that fail to furnish all the financial information required by the Bank or their content is not substantially responsive to the call for tender document may result in the rejection of the proposal.
- 5.4.2 Reconciliation between the technical and financial proposals will be carried out. Any discrepancies will be clarified in writing by the tenderer.
- 5.4.3 The following formula will be used to calculate the winning proposal:
 $E = 0,4 \times (P / P_{max}) + 0,6 \times (C_{min} / C)$
Where:
 - E** = evaluation ratio of this proposal
 - P** = total points scored by the technical proposal
 - P_{max}** = highest points achieved by any of the technical proposals
 - C** = total cost of product as defined in paragraph 4.3.2.
 - C_{min}** = lowest total cost of product from all the financial proposals
- 5.4.4 The highest evaluation ratio (E) designates the winning proposal in terms of points scored and project cost.

5.5 Modification of the Tender Proposal Prior to the Award of Tender

- 5.5.1 During the period after the deadline for submission of tenders and before the award of tenders, a tenderer may decide to modify the tender amount either directly by lowering tender prices or indirectly by upgrading the technical specification or by improving the financial terms. These modifications must be submitted in labelled sealed envelopes and addressed to the Purchasing Committee in writing as in 2.3.2 above.
- 5.5.2 These modifications will be opened only for the successful tenderer after the completion of the evaluation.

6 AWARD OF TENDER

6.1 Notification of Award

- 6.1.1 Prior to the expiration of the tender validity, the Bank will notify in writing the successful tenderer whose proposal scored the highest evaluation ratio. Unsuccessful tenderers will also be notified in writing in due course.
- 6.1.2 Upon notification of award of tender to the successful tenderer, negotiations will commence that will lead to the signing of the Maintenance Agreement between the Bank and the tenderer as provided in 6.5. The Contract for the supply of notebook computers will be also signed at the same.
- 6.1.3 The Bank will return the Tender Guarantee to the successful tenderer after the signing of the Contract and upon the presentation of a Performance Guarantee. The Tender Guarantee will also be returned to the unsuccessful tenderers.

6.2 Failure to sign the Contract

- 6.2.1 If the successful tenderer fails to sign the Contract or fails to furnish a Performance Guarantee within the time period given by the Bank, then the Bank can make a demand for payment under the Tender Guarantee.
- 6.2.2 Failure to sign the Contract will allow the Bank to proceed to new negotiations with the tenderer of the next best proposal, repeat the call for tenders, or conduct direct negotiations with specific tenderer(s).
- 6.2.3 The tenderer is liable to any losses the Bank sustains from possibly having to pay the higher price of the next best proposal, or from the higher tender price resulting from a new call to tenders, or the higher price from direct negotiations with specific tenderer(s).

6.3 Performance Guarantee

- 6.3.1 Upon completion of the negotiations and before the signing of the Contract, the successful tenderer shall furnish the Bank with a Performance Guarantee equal to CYP 1000, that should be issued by a bank operating in Cyprus and be valid for 18 months.
- 6.3.2 The Bank can make a demand for payment under the Performance Guarantee as compensation for any loss resulting from the Contractor's failure to complete its

obligations under the Contract, including the delay in delivering the goods and related services.

- 6.3.3 The Performance Guarantee will be returned by the Bank not later than 30 days following the date of completion of the Final Acceptance test carried out on the last batch of products delivered. See Section II 8 **Acceptance Tests**.

6.4 The Contract

- 6.4.1 The negotiations for the Maintenance Agreement must be completed within the time limit specified by the Bank, which will not be less than seven (7) days from the date of notification of award of the tender. The Bank and the successful tenderer must sign and date the **Document 1: FORM OF AGREEMENT** and initial all pages of **Documents 2, 3, 4, 5 and 6** as described in Section II CONTRACT DOCUMENTS.

- 6.4.2 If the successful tender proposal was subject to change as described in 5.5 Modification of the Tender Proposal Prior to the Award of Tender then the modification can now be accepted and be incorporated in the Contract.

- 6.4.3 The Contract shall be valid for a period of one (1) year.

6.5 Maintenance Agreement

- 6.5.1 The Bank reserves the right to negotiate the Maintenance Agreement suggested by the tenderer, reject any of the included terms and conditions and / or propose additions to them.

- 6.5.2 The Maintenance Agreement must provide for the following:

- Free spare parts and labour.
- Availability of all spare parts needed to maintain the proposed product and to enable repair of any malfunction as soon as possible.
- Response time for a call to be within the working day.
- Temporary replacement, at tenderer's own expense, of any malfunctioning equipment not repaired within two (2) working days with comparable equipment.
- Permanent replacement of any malfunctioning equipment not repaired within twenty-one (21) working days with new, equally or better specified equipment at no additional cost to the Bank.
- Information regarding the upgrading of the proposed product.

- 6.5.3 Tenderers must describe any recoverability procedures / options that ensure the continuity of the Bank's operations either by temporarily replacing equipment or by urgent delivery of new equipment in the case of disaster.

6.6 Ordering of Products

- 6.6.1 The Bank will order the proposed product over a period of one year from signing of the Contract.
- 6.6.2 In the event of a product model change the Bank may accept a product of the same or better specification than that originally proposed, at the Contract Price or at a reduced price.
- 6.6.3 In the event of the Contract price of the original proposed product being reduced, the Bank will pay the new lower product price.

6.7 Delivery of Products

- 6.7.1 Products must be in conformance with the placed orders and delivered to the Bank's premises.
- 6.7.2 All delivered products must be checked for compliance with the proposed products, must be brand new and free from defects.
- 6.7.3 The delivery period must not exceed six (6) weeks from the placement of an order.

**Section II
CONTRACT
DOCUMENTS**

Document 1: FORM OF AGREEMENT

THIS AGREEMENT is made between the Central Bank of Cyprus (the “Bank”) at 80 Kennedy Avenue, CY-1395 Nicosia, Cyprus and <NAME OF CONTRACTOR> (the “Contractor”) having a registered office at <ADDRESS>, known collectively as “the Parties”.

IT IS AGREED THAT:

- 1) This FORM OF AGREEMENT (Document 1) together with the attached Documents 2 to 6 inclusive, are the documents which collectively form “the Contract” as defined in Document 2.
- 2) The Contract effected by the signing of this FORM OF AGREEMENT constitutes the entire agreement between the Parties relating to the subject matter of the Contract and supersedes all prior negotiations, representations or understandings, whether written or verbal.

SIGNED:

For the Contractor:
 Signature:
 Full name:
 Title of position held on behalf of the Contractor:
 Date:

For the Central Bank of Cyprus:
 Signature:
 Full name:
 Title of position held on behalf of the Bank:
 Date:

Document 2: CONDITIONS OF CONTRACT

1 Interpretation

1.1. In this Contract:

"Approval" and "Approved" refer to the written consent of the Bank.

"Bank" means the Central Bank of Cyprus and includes the Bank's Representative who is the individual authorised to act on behalf of the Bank for the purposes of the Contract.

"Commencement Date" means the date on which the Bank signs the Form of Agreement.

"Condition" means a condition within the Contract.

"Contract" means the agreement to the Conditions between the Bank and the Contractor consisting of the following Documents which, in the event of ambiguity or contradiction between Documents, shall be given precedence in the order listed:

- a) Document 1: Form of Agreement;
- b) Document 2: Conditions of Contract;
- c) Document 3: Clarifications;
- d) Document 4: Specifications and other Technical Information (ANNEX A1 and ANNEX A2);
- e) Document 5: Schedule of Prices and Rates (ANNEX A3);
- f) Document 6: Performance Guarantee.

"Contractor" means the Person named as the Contractor in Document 1: Form of Agreement, his permitted successors and assigns.

"Month" means calendar month.

"Parties" means the Bank and the Contractor as identified in Document 1: Form of Agreement.

"Person" includes a natural person, corporation or an unincorporated association.

"Price" or "Contract Price" means the unit price entered in Document 5: Schedule of Prices and Rates and includes the price of the product, the cost of packaging, transportation, insurance and assembling at the Bank's premises except VAT.

"Rate" means a rate entered in Document 5: Schedule of Prices and Rates.

"Services" means the provision of the goods set out in Document 4: Specifications and Other Technical Information.

- 1.2. The interpretation and construction of the Contract shall be subject to the following provisions:
- a) the headings to Conditions are for ease of reference only and shall not affect the interpretation or construction of the Conditions;
 - b) references to Conditions are references to Conditions in the Document of the Contract in which they appear, unless otherwise stated;
 - c) where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.

2. Entire Agreement

The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

3. Validity of Contract

This Contract shall be valid for one (1) year.

4. Services

- 4.1. The Contractor shall perform the services in accordance with the provisions of the Contract.
- 4.2. The Contractor shall not assign, in whole or in part, his obligations to perform under this Contract, except with the Bank's prior written consent.

5. Manner of providing the services

- 5.1. The Contractor shall perform the services with all due care, skill and diligence, and in accordance with good industry practice. Timely provision of the Services is of the essence of the Contract.
- 5.2. Without prejudice to any other remedy for breach of contract the Bank may terminate this Contract if:—
 - a) the Contractor fails to deliver the services within the time period specified in the Contract, or at the expiry of any extension thereof granted by the Bank;
 - b) the Contractor fails to perform any other obligation(s) under the Contract.

6. Ordering of Products

- 6.1. The Bank will order all of the proposed products during the validity of the Contract in one or more lots.
- 6.2. In the event of a product model change the Bank may accept a product of the same or better specification than that originally proposed, at the Contract Price or at a reduced price.
- 6.3. In the event of the Contract price of the original proposed product being reduced, the Bank will pay the new lower product price.

7. Delivery of Products

- 7.1. Products must be in conformance with the placed orders and delivered to the Bank's premises.
- 7.2. All delivered products must be checked for compliance with the proposed products, must be brand new and free from defects.
- 7.3. The delivery period must be within the time period specified in Document 4: Annex A1, entry A1.10.5.

8. Acceptance Tests

- 8.1. Within 20 days of delivery of the products the Bank will conduct a Provisional Acceptance test to ascertain that the delivered product complies with the technical requirements and functions correctly.
- 8.2. The Bank will conduct a Final Acceptance test at a time not later than 60 days after the Provisional Acceptance test, to ensure that all the delivered products are free from defects and have the required functionality.

9. Payment Terms

- 9.1. The Bank will pay 90% of the value of the delivered products upon the successful completion of the Provisional Acceptance test and provided that it has received the Contractor's valid original invoice.
- 9.2. The Bank will pay the remaining 10% of the value of the delivered products upon the successful completion of the Final Acceptance test and provided that it has received the Contractor's valid original invoice.
- 9.3. The Bank may reduce payment in respect of any services that the Contractor has either failed to provide or has provided inadequately or with delay, without prejudice to any other rights or remedies of the Bank.

10. Performance Guarantee

- 10.1. The Contractor has furnished the Bank with a Performance Guarantee equal to CYP 1000 and valid for 18 months.
- 10.2. The Bank can make a demand for payment under the Performance Guarantee as compensation for any loss resulting from the Contractor's failure to complete his / her obligations under the Contract, including the delay in delivering the goods and related services.
- 10.3. The Performance Guarantee will be returned by the Bank not later than 30 days following the date of completion of the Final Acceptance test carried out on the last batch of products delivered

11. Warranty and Maintenance Agreement

- 11.1. The Bank reserves the right to negotiate the Maintenance Agreement suggested by the tenderer, reject any of the included terms and conditions and / or propose additions to them.
- 11.2. The Maintenance Agreement must provide for the following:
 - Free spare parts and labour.
 - Availability of all spare parts needed to maintain the proposed product and to enable repair of any malfunction as soon as possible.
 - Response time for a call to be within the working day.
 - Temporary replacement, at tenderer's own expense, of any malfunctioning equipment not repaired within two (2) working days with comparable equipment.
 - Permanent replacement of any malfunctioning equipment not repaired within twenty-one (21) working days with new, equally or better specified equipment at no additional cost to the Bank.
 - Information regarding the upgrading of the proposed product.

12. Standards

Materials and processes used in connection with the provision of the services shall be in accordance with the standards set out in Document 4: Specifications and other Technical Information.

13. Confidentiality

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- 13.1. Each Party:
- a) shall treat as confidential all information obtained from the other Party under or in connection with the Contract;
 - b) shall not disclose any of that information to any third party without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract; and
 - c) shall not use any of that information otherwise than for the purposes of the Contract.
- 13.2. The provisions of Condition 13.1 above shall not apply to any information:
- a) which is or becomes public knowledge (otherwise than by breach of this Condition), or
 - b) which is in the possession of the Party concerned, without restriction as to its disclosure, before receiving it from the disclosing Party, or
 - c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 13.3. The obligations imposed by this Condition shall continue to apply after the expiry or termination of the Contract.

14. Service of notices and communications

- 14.1. Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- 14.2. Any notice or other communication which is to be given by either Party to the other shall be given by letter, or by facsimile transmission or electronic mail confirmed by letter. Such letters shall be delivered by hand, by courier or sent by mail, airmail (if applicable), addressed to the other Party in the manner referred to in Condition 14.3 below. If the other Party does not acknowledge receipt of any such letter, facsimile transmission or item of electronic mail, and the relevant letter is not returned as undelivered, the notice or communication shall be deemed to have been given three (3) working days after the day on which the letter was posted.
- 14.3. For the purposes of Condition 14.2, the address of each Party shall be:
- a) For the Bank: <name here>
Central Bank of Cyprus
80, Kennedy Avenue
PO Box 25529
CY-1395 Nicosia
Cyprus

Tel: 357 22 <tel.no>
Fax: 357 22 378547

E. Mail: <name>[@centralbank.gov.cy](mailto:<name>@centralbank.gov.cy)

- b) For the Contractor: [Name]
[Address]
[]]

For the attention of: [Contact name]
Tel:
Fax:
E. Mail:

14.4. Either Party may change its address for service by notice given in accordance with this Condition.

15. Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

16. Waiver

- 16.1. The failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 16.2. No waiver shall be effective unless it is communicated to the other Party in writing.
- 16.3. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

17. Force Majeure

- 17.1. Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under the Contract which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.
- 17.2. If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.
- 17.3. For the purposes of this Condition, "Force Majeure" means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned, but shall not include any industrial action occurring within the Contractor's organisation or within any sub-contractor's organisation.
- 17.4. Any failure or delay by the Contractor in performing his obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to the Contractor by Force Majeure.

18. Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with Cyprus Law and shall be subject to the exclusive jurisdiction of the Cyprus Courts.

Document 3: CLARIFICATIONS

<INCLUDE HERE ALL THE CLARIFICATIONS EXCHANGED >

Document 4: SPECIFICATIONS AND OTHER TECHNICAL INFORMATION

<INCLUDE HERE THE COMPLETED FORMS IN ANNEX A1 TECHNICAL REQUIREMENTS – NOTEBOOK AND ANNEX A2 BILL OF MATERIALS - NOTEBOOK>

Document 5: SCHEDULE OF PRICES AND RATES

<INCLUDE HERE THE COMPLETED FORMS IN ANNEX A3 BILL OF COSTS -
NOTEBOOK>

Document 6: PERFORMANCE GUARANTEE

To: Central Bank of Cyprus

WHEREAS.....(Name of the Contractor) hereinafter called "the Contractor" has undertaken, in pursuance of Contract dated, 2004 to supply the services specified therein (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract

AND WHEREAS we (Bank) having our registered office at (address) have agreed to give the Contractor a Guarantee:

THEREFORE, WE(Bank) hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor up to a total of(say:) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without any contestation from the Contractor any sum or sums within the limits ofas aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of

Signatures of the Guarantors

.....
.....
.....

Date

Name

Address
.....

ANNEXES

ANNEX A1 **TECHNICAL REQUIREMENTS - NOTEBOOK**

A1.1 Processor / Memory

| Feature | Minimum Requirement | Proposed solution |
|---------------------------------|---------------------------------|--------------------------|
| A1.1.1 Processor | Intel Pentium 4-M 2.4GHz | |
| A1.1.2 Standard L2 Cache | 512KB | |
| A1.1.3 Standard RAM | 512MB | |
| A1.1.4 Maximum RAM | <i>No minimum requirement</i> | |
| A1.1.5 RAM Type | <i>No minimum requirement</i> | |

A1.2 Video

| Feature | Minimum Requirement | Proposed solution |
|-------------------------------------|-------------------------------|--------------------------|
| A1.2.1 Display Size | 15 inches | |
| A1.2.2 Display Type | TFT XGA | |
| A1.2.3 Maximum Resolution / Colours | <i>No minimum requirement</i> | |
| A1.2.4 Standard Video Memory | <i>No minimum requirement</i> | |
| A1.2.5 Video Memory Type | <i>No minimum requirement</i> | |
| A1.2.6 Video Port | <i>No minimum requirement</i> | |
| A1.2.7 Video Controller | <i>No minimum requirement</i> | |

A1.3 Ports / Interfaces

| Feature | Minimum Requirement | Proposed solution |
|----------------------------|----------------------------|--------------------------|
| A1.3.1 Modem Port | 56-Kbps | |
| A1.3.2 LAN port | 10/100 Ethernet | |
| A1.3.3 USB Port | 2 | |
| A1.3.4 PCMCIA Slots | 1X Type II | |

A1.4 I / O

| Feature | Minimum Requirement | Proposed solution |
|---------------------------------|-------------------------------|--------------------------|
| A1.4.1 Pointing Device | Touch pad | |
| A1.4.2 External Pointing Device | <i>No minimum requirement</i> | |

A1.5 Storage

| Feature | Minimum Requirement | Proposed solution |
|----------------|----------------------------|--------------------------|
|----------------|----------------------------|--------------------------|

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| | | | |
|--------|----------------------------|-------------------------------|--|
| A1.5.1 | Diskette Drive | Fixed or Modular | |
| A1.5.2 | Standard Hard Drive | 40GB | |
| A1.5.3 | Hard Drive Speed | 4200 rpm | |
| A1.5.4 | Optical Drive | CD X24, CD-RW | |
| A1.5.5 | Modular Bay Support | <i>No minimum requirement</i> | |

A1.6 External Expansion

| Feature | Minimum Requirement | Proposed solution |
|--------------------------------|-------------------------------|--------------------------|
| A1.6.1 Docking Station option? | <i>No minimum requirement</i> | |
| A1.6.2 Port replicator option? | <i>No minimum requirement</i> | |

A1.7 Battery

| Feature | Minimum Requirement | Proposed solution |
|----------------------------|-------------------------------|--------------------------|
| A1.7.1 Battery Type | Li-Ion | |
| A1.7.2 Battery Life | <i>No minimum requirement</i> | |

A1.8 Other Requirements

| Feature | Minimum Requirement | Proposed solution |
|-------------------------------|-------------------------------|--------------------------|
| A1.8.1 Notebook Design | 2-spindle | |
| A1.8.2 Carrying Case | Nylon | |
| A1.8.3 Dimensions | <i>No minimum requirement</i> | |
| A1.8.4 Maximum Weight | Not more than 3,5Kg | |
| A1.8.5 Warranty | <i>No minimum requirement</i> | |

A1.9 Software

| Feature | Minimum Requirement | Proposed solution |
|--|---|--------------------------|
| A1.9.1 Operating System Supported | WindowsXP Pro | |
| A1.9.2 Software on Separate Media | Device Drivers for all devices – CRT, graphics adapter, audio adapter, Ethernet adapter, CD-RW and any other device included. | |
| A1.9.3 Other Software Pre-Installed / Included | No minimum requirement | |

A1.10 Additional Information

| Feature | Response |
|---|-----------------|
| A1.10.1 What are the built-in security features Explain briefly. | |
| A1.10.2 What system management features are included? Explain briefly. | |
| A1.10.3 International safety and environmental standards e.g. ISO/IEC, for radiation or any other hazard. | |
| A1.10.4 Any other features offered over and above the minimum requirements | |
| A1.10.5 Maximum delivery time upon placement of order. | |

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ANNEX A2 **BILL OF MATERIALS - NOTEBOOK**

| <i>Proposed Product</i> | <i>Description</i> |
|--------------------------------|--------------------------------|
| A2.1 Notebook Brand / Model | |
| A2.2 Operating System | Windows XP Professional |
| A2.3 Software | |
| A2.4 Documentation | |
| A2.5 Carry Case | |
| A2.6 Media | |

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ANNEX A3 BILL OF COSTS - NOTEBOOK

| Brand / Model | Unit Price |
|----------------------|-------------------|
|----------------------|-------------------|

Mandatory item

A3.1 PROPOSED PRODUCT (Notebook, WinXP Pro, software, documentation, carry case, media)

Optional items

A3.2 OPERATING SYSTEM – WINDOWSXP PRO

A3.3 MEMORY UPGRADE TO 1GB

A3.4 HARD DISK UPGRADE

A3.5 CARRY CASE

Consumables

A3.6 REPLACEMENT BATTERY

A3.7 POWER SUPPLY

A3.8 OTHER

Engineer Charge Rates

A3.8.1 DURING NORMAL WORK HOURS

A3.8.2 OUTSIDE NORMAL WORK HOURS

| Maintenance Cost (Services offered must be in accordance with Maintenance Contract to be signed) | | | | |
|--|---------------|---------------|---------------|-------------------|
| Year 1 | Year 2 | Year 3 | Year 4 | Total Cost |

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| Rate | | | |
|---------------|---------------|---------------|---------------|
| Year 1 | Year 2 | Year 3 | Year 4 |
| | | | |
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ANNEX A4 QUESTIONS RELATING TO THE EXCLUSION OF THE TENDERER

Answers to all questions are **MANDATORY**.

| | |
|--|---|
| A4.1 Do you confirm that you are not bankrupt, being wound up or have business activities suspended; your affairs are not being administered by the court; you have not entered into an arrangement with creditors or similar measures or are the subject of any proceedings of that nature covered by Cyprus Law? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A4.2 Do you confirm that you have not been convicted of an offence concerning your professional conduct by a judgement that is not open to appeal? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A4.3 Do you confirm that you have not been found guilty of grave professional misconduct? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A4.4 Do you confirm that you have supplied information required by this call for tenders in good faith and without misrepresentation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A4.5 Do you confirm that you have not been previously excluded from participating in the tendering procedure of the Bank because of not having fulfilled contractual obligations? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Tenderer's signature.....

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ANNEX A5 QUESTIONS RELATING TO THE IDENTIFICATION OF THE TENDERER

Answers to all questions are MANDATORY.

| | |
|---|--|
| A5.1 Name of tenderer | |
| A5.2 Legal form of tenderer | |
| A5.3 Date of registration | |
| A5.4 Registered address of tenderer | |
| A5.5 Person(s) authorised to sign contracts on behalf of the tenderer | |
| A5.6 Contact person for this call for tenders | |
| A5.7 Contact person's function | |
| A5.8 Contact business hours | |
| A5.9 Contact postal address | |
| A5.10 Contact telephone no. | |
| A5.11 Contact fax no. | |
| A5.12 Contact e-mail address | |
| A5.13 Tenderer's Web site URL (if any) | |

ANNEX A6 **QUESTIONS RELATING TO THE TENDERER**

Answers to all questions are MANDATORY and must be attached.

A6.1 Economic and financial capacity

| | |
|---|---|
| A6.1.1 Have you enclosed the audited accounts for the year 2002 or later? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A6.1.2 Have you enclosed the total number of Notebook Computers of the same proposed product brand sold annually during the last 3 years and also the total number of all brands of Notebook Computers sold annually during the last 3 years? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A6.1.3 Have you enclosed your annual sales value relating to the same proposed product brand. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

A6.2 Technical capacity

| | |
|---|---|
| A6.2.1 Have you provided the organisational chart of your company, focusing on those departments/units responsible for the technical aspects and the support of customer sites, mentioned in this call for tenders? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A6.2.2 Have you enclosed a description of the relationship between your company and the vendor/manufacturer of the proposed product and for how long it has been in existence? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A6.2.3 Have you provided references of your major customers using the proposed product brand? For each reference you must include customer name, main business function, number of Notebook Computers installed, year installed, contact person and telephone. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

A6.3 Support capacity

| | |
|--|---|
| A6.3.1 Have you enclosed information regarding the maintenance and support staff that is focussed on Notebook Computers? For each staff member you must include name, qualifications from recognised institution(s), membership of professional institution(s), experience on proposed product, certification(s). | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A6.3.2 Have you enclosed information regarding the maintenance and support arrangements for the proposed product and quality assurance methods that you normally provide? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A6.3.3 Have you enclosed information regarding your support call hours and response time? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A6.3.4 Have you included a sample maintenance / support contract agreement? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A6.3.5 Have you enclosed information regarding the expected delivery time of the proposed products. | <input type="checkbox"/> Yes |

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| | |
|--|-----------------------------|
| | <input type="checkbox"/> No |
|--|-----------------------------|

ANNEX A7 AWARD CRITERIA

The weighting of each criterion is shown in the table below.

| Criteria | <u>Weight of criteria as %</u> |
|--------------------------|---|
| A7.1 Product Evaluation | 60% |
| A7.2 Tenderer Evaluation | 25% |
| A7.3 Vendor Evaluation | 15% |
| <i>Total</i> | 100% |