**Provision of Data Connectivity Services to the Malta Public Service – C041/21**

***Terms of Reference***

**1.1 Background**

This subject of this contract, concluded by the Malta Information Technology Agency (MITA) as a Central Purchasing Body, is the provision of data connectivity services for Malta’s Public Service for a period of two years. During this term, all bodies governed by public law may activate connectivity services with each service having a two-year term from date of activation.

The principal beneficiaries of the required data connectivity services shall be those Public Officers within the Public Service who are eligible to apply and who are approved for remote working, in line with the [Remote Working Policy and Guidelines on its implementation](https://publicservice.gov.mt/en/Documents/Public%20Service%20Management%20Code/Remote_Working_Policy.pdf).

Remote working will be implemented in a staged manner across the Public Service, with new Departments being allowed to transit to remote working approximately every quarter. Some two thousand and five hundred 2,500 eligible Public Officers are expected to start working remotely once the Policy’s transitional period commences in October 2021. At present it is estimated that approximately six thousand (6,000) Public Officers are eligible to apply and to be granted approval for remote working during the overall 18-month transition period, with the potential of a further two thousand (2,000) possible additional Public Officers being approved remote working during the transitional period.

It is important to note that these figures shall not be construed to mean any committed number of data connectivity activations from this contract.

Data connectivity services shall not be limited to the remote workers cohort, and any Public Officer who may require data connectivity in the execution of his/her duties may be provided with an active connection, subject to the discretion and approval of his/her Head of Department.

**1.2 General Requirements**

The Public Service requires the use of a data connectivity service that allows the best maximization of resources, and encourage and facilitate the concept and take-up of remote working. Data connectivity must guarantee a fast, secure transfer of internal and external data, and Public Officers are to be provided with a flexible, reliable platform that is always on and immediately available to allow voice, video, messaging and file data to be managed and transferred between users in any location and with no additional effort.

The data connectivity service therefore requires:

(1) A data connectivity package and

(2) A device that can:

1. be used for Government modern workplace applications, cloud systems and specific remote working tools;
2. serve as a ‘data router’ and that can maintain a constant high-speed secure data connection for a prolonged period of time;
3. integrate seamlessly with other solutions;
4. integrate seamlessly with any IT infrastructure;
5. provide multiple peripheral connectivity applications;
6. provide a reliable and tested technology that is specific to the purpose of connectivity;
7. prove to be cheap to implement, maintain, use and replace.

**1.3 Detailed Minimum Specifications**

**1.3.1    Data Connectivity Package**

|  |  |
| --- | --- |
| **Local Speed** | 4.5G |
| **Local Download** | Maximum of 350G/month (Uncapped) |
| **Calls** | Incoming local calls only |
| **SMS** | Incoming local SMS only |
| **PRICE** | €12.50 per data connection per month (inclusive of device) excluding VAT |

The data connectivity package shall be capped at the monthly data bundle of 350GB (local download) without throttling, and no further data use shall be allowed until a new monthly cycle commences.

No bundle of outgoing calls and SMS shall be taken in consideration.

Incoming calls and SMS are only required when the connection will be used locally.

Purchasers shall have the option to cap selected data connections for use in Malta and Gozo only.

**1.3.2    Device Specifications**

|  |  |  |
| --- | --- | --- |
| **NETWORK** | Technology | 2G/3G/4G (minimum) |
|  | 2G | B3 (1800), B8 (900) (minimum) |
|  | 3G | B1 (2100) (minimum) |
|  | 4G | B3 (1800), B8 (900) (minimum) |
|  | Tethering | Wi-Fi hotspot / BT Tethering / USB Tethering |
|  |  |  |
| **BODY** | SIM | Dual SIM |
|  |  |  |
| **Display** | Size | 83.5% Screen-to-Body Ratio (minimum) |
|  | Resolution | Full HD (minimum) |
|  |  |  |
| **PLATFORM** | OS | Android 11 (minimum) |
|  |  | Android Enterprise |
|  | OS updates | OS version upgrades to Android 12 (minimum) |
|  |  | OS security updates till June 2024 (minimum) |
|  |  |  |
|  | CPU | 2 x Cortex-A75 Cores (2.0 GHz) & 6 x Cortex-A55 Cores (1.7 GHz) (minimum) |
|  | GPU | Mali-G52 MC2 (minimum) |
|  | Security | Samsung Knox |
|  |  |  |
| **MEMORY** | Storage | 64 GB (minimum) |
|  | RAM | 4GB (minimum) |
|  |  |  |
|  | Card Slot | Yes |
|  |  |  |
| **MAIN CAMERA** | Sensors | 48MP, Dual (minimum) |
|  | Features | LED Flash |
|  | Video | 1080p 30fps |
|  |  |  |
| **SELFIE CAMERA** | Required | 20MP (minimum) |
|  | Video | 1080p 30fps |
|  |  |  |
| **SOUND** | Loudspeaker | Yes |
|  | 3.5mm Jack | Optional (Bluetooth connectivity accepted) |
|  |  |  |
|  |  |  |
| **COMMS** | WLAN | Wi-Fi 802.11 a/b/g/n/ac, dual-band, Wi-Fi Direct, Hotspot |
|  | Bluetooth | 5.0 (minimum) |
|  | GPS | Yes |
|  | NFC | Yes |
|  | USB | USB Type-C |
|  |  |  |
| **FEATURES** | Sensors | Fingerprint, Accelerometer, Gyro, Compass, Virtual Proximity Sensing |
|  |  |  |
| **BATTERY** | Type | 04000 mAh, (minimum) |
|  | Fast Charging | 15W (minimum) |
|  |  |  |
| **ACCESSORIES** |  | Charging cable  Fast Charger |

**1.4 Procurement and Ordering Process**

**1.4.1    Placing Orders**

The contract will be concluded with the Malta Information Technology Agency (MITA) as Central Purchasing Body. The services may be procured by any Contracting Authority that is a Body governed by Public Law, which for the purpose of this contract shall be defined as “Purchasers”. MITA shall communicate to all Purchasers the contractual terms, conditions and rates, as soon as the contract will come into effect. To this purpose, Purchasers shall be entitled to obtain a copy of the contract that has been entered into between MITA as Central Purchasing Body and the Contractor.

**The Contractor shall cater for up to one hundred and fifty (150) new data connections including devices, during the first four weeks of the commencement of the contract.**

After the Effective Date of the contract, any Purchaser may commence to place orders for data connectivity packages including devices. Purchasers will be procuring services directly from the Contractor by first advising the latter on the number of data connections required. The Contractor shall advise the Purchaser on what devices are available to procure. Devices are to meet or exceed the minimum device specifications detailed in the contract. No variation in the contracted rate per user per month shall be allowed.

The Purchasers shall formalize the purchase through the submission of a new data connection Order Form.

The Order Form shall indicate the quantities required, the place of delivery, make reference to the **Provision of Data Connectivity Services to the Malta Public Service (C041/21)** and shall be sent electronically to the Contractor.

Unless the context otherwise specifies, the terms of the Contract Document shall, in so far as applicable, also apply to the Order Form.

**1.4.2    Device Information**

The contractor shall provide MITA and the Purchaser the following information on a spreadsheet (which can, during the term of the contract, be replaced with an electronic form):

* Make
* Model
* Serial Number
* Receiving Organization
* Site
* Date of commissioning
* Date of warranty expiry

**1.4.3    Delivery and activation**

Upon receipt of the Order Form from the Purchaser, the Contractor shall deliver the devices and SIM cards to the location as instructed by the Purchaser.

The quantities per order may vary according to the requirement at the time of placing the order, the minimum order quantity being one (1) data connection including device.

The delivery timeframes are as follows:

* For individual orders of five (5) data packages or less, the Contractor shall deliver within a period of two (2) Working Days from receipt of an Order.
* Individual orders in excess of five (5) data packages but not exceeding twenty (20) data packages shall be delivered within a maximum period of five (5) Working Days from receipt of Order.
* Individual orders exceeding twenty (20) data packages shall be delivered within a maximum period of seven (7) Working Days from receipt of Order.

The Purchaser shall exercise diligence when placing the orders, ensuring that these are aggregated as much as possible.

The Contractor shall assume full responsibility for the delivery of the Equipment ordered in accordance with the technical specifications and these timeframes.

MITA shall provide the Contractor periodic forecasts on the envisaged numbers of new data connectivity activations related to the Government’s Remote Working Policy on a periodic basis.

 In case of forecasted data connectivity activations in excess of fifty, MITA acknowledges that the Contractor may not be in a position to affect delivery of the devices within the stipulated timeframes due to circumstances of supply chain disruptions or Force Majeure. In such a circumstance, the Contractor will be expected to show that it carried out all best endeavors to deliver the devices within the delivery timeframes and will keep MITA informed at all times of expected delivery date. Data connections shall not be activated until the associated devices have been delivered and accepted.

Orders may have a delivery location both in Malta and Gozo. The rate quoted within Schedule C (Price Schedule) shall not vary if the delivery is in Malta or Gozo.

On delivery of the devices, the Purchaser shall perform visual testing of the said devices to check that they are *prima facie* free from any physical damage.

The Contractor shall deliver data connection packages accompanied by a Delivery Note which shall be signed by the receiving party.

The data connectivity shall be activated in accordance with the following timeframes:

* For individual orders of five (5) data packages or less, by not later than two (2) working days from receipt of Order Form;
* For individual orders in excess of five (5) data packages but not exceeding twenty (20) data packages, by not later than three (3) working days from receipt of Order Form;
* For individual orders exceeding twenty (20) data packages, by not later than five (5) working days from receipt of Order Form. Provided that in case of substantial quantities, the Purchaser may agree with the Contractor on a scheduled activation date.

**1.4.4    Replacement Devices and SIM Cards**

Purchasers may also opt to procure replacement devices from the Contractor, in which case any percentage discount offered at the bidding stage shall apply on all devices meeting or exceeding the minimum specifications shall continue to apply throughout the entire contract term. Purchasers shall have the discretion to procure replacement devices from third parties, in which case the devices shall be used in making use of the data connectivity services as provided by the Contractor.

The Contractor is to provide Purchasers any replacement SIM Cards at no additional cost.

**1.5 Contract Term**

The term of the contract shall be of two (2) years from the effective date of the contract.

Data connection packages shall be active for a period of two (2) years from activation, and shall not automatically renew nor continue to be active following the lapse of the said period. No data connection may be activated following the expiry of the contract term.

More information and resources on this contract available from the URL:

<https://procurement.mita.gov.mt/resources/dataconnectivity/>

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