



EASO/2015/198

Framework Service Contract

Mobile communication services

**Open procurement procedure
Specifications and model contract**

Contract notice: OJ 2015/S 031-051263

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1. THE SERVICES/SUPPLIES (TECHNICAL SPECIFICATIONS)

1.1 INTRODUCTION

The European Asylum Support Office (hereinafter EASO) was established by Regulation (EU) 439/2010 as an independent and specialized body to strengthen EU countries' practical cooperation on asylum, to support EU countries whose asylum and reception systems are under particular pressure and to enhance the implementation of the Common European Asylum System (CEAS).

More information about EASO, its structure and activities can be found on: <http://www.easo.europa.eu>

The EASO is planning to conclude a single framework service contract for the provision of mobile communication services and related supplies for a total maximum duration of 4 years.

Currently, mobile communication services are provided to EASO using a contract with a local, Malta-based, mobile telecom provider for the provision of mobile voice and data services. The current contractor provides EASO with post-paid packages, flat rate limited and unlimited voice and data service tariffs domestically and in roaming on GPRS/2G/3G networks; mobile telephony devices. The number of current subscriptions is around 55 with tendency to increase in the next four years.

The figures mentioned throughout these specifications are estimates and do not represent a commitment for EASO. The actual needs for services evolving over time may be different.

1.2 REQUIREMENTS FOR SERVICES AND SUPPLIES

The EASO staff members who work outside the EASO offices and go abroad on mission need to stay in regular contact with the EASO headquarter and other colleagues abroad by means of mobile voice and data communication solutions.

Within the scope of the services, the EASO seeks to conclude a framework contract for the provision of the following services/supplies:

- a) Post-paid mobile voice and messaging services.
- b) Post-paid mobile data/Internet services.
- c) Supply of voice and data capable GSM phones/smartphones and related accessories (headsets, USB connection cable, installation software, charger etc.).
- d) SIM cards and associated services and equipment for handling SIM cards.
- e) Provision of monthly telephone bills, call records and reports on the data/mobile Internet traffic.
- f) 24/7 customer support.

1.2.1. Mobile voice, messaging and data services

Traffic description

a) National traffic (within Malta):

- Mobile-to-Landline calls originating from the EASO's mobile phones to the EASO's landlines.
- Mobile-to-Landline calls originating from the EASO's mobile phones to all the other Maltese landline operators.
- Mobile-to-Mobile calls originating from the EASO's mobile phones to the EASO's mobile phones (traffic within the same provider network), including SMS and MMS.
- Mobile-to-Mobile calls originating from the EASO's mobile phones to all the other Maltese mobile operators, including SMS and MMS.

b) International traffic:

- Roaming – incoming calls and SMS while in the EU-28 zone and in the rest of the world zones
- Roaming – outgoing calls and SMS while in the EU-28 zone and in the rest of the world zones
- Roaming – Data while in the EU-28 zone and in the rest of the world zone
- Calls and SMS from Malta to the EU-28 zone
- Calls and SMS from Malta to the rest of the world zones

1.2.2. Mobile Internet services

Minimum 3G Internet data connection is important for staff members while in Malta and on mission abroad. Along with the possibility to use their mobile handset to check emails and send/receive attachments, browse Internet, the EASO' staff must be able to use data connection with their smart mobile phone, PC laptop, tablet, using their mobile phone acting as a data modem (internet tethering/personal hot-spot), and integrated data modem using DATA SIM card for browsing the Internet and connecting to corporate VPN.

Traffic description

Tenderers shall present their offer on the basis of the following traffic description:

a) National traffic (within Malta):

- Mobile Internet (Minimum 3G Internet data connection)

a) International traffic:

- Mobile Internet abroad in the EU-28 zone and in the rest of the world zones

1.2.3. Traffic Zones (Mobile Voice, Messaging, and Mobile Data)

The EASO considers the following different traffic zones:

- The “Headquarters zone” (HQ) represents the “home” of all SIM cards and is comprised of Malta and the Maltese islands territory. Within the Headquarters zone, traffic must be handled with the simplest tariff scheme and with a flat-rate scheme.
- The “Preferred zone” is composed by the "EU-28 zone" (EU member states).
- The rest of the world zones
- **Mobile Internet**
 - The “Data headquarters zone” comprises Malta and the Maltese islands. Uniform tariffs must be applied within this zone: same tariffs for all hours around the clock, and same “granularity” (the minimum packet size taken into account for billing); flat-rate scheme.
 - The “Data preferred zone” is composed by the “EU-28 zone” (EU member states).
 - The rest of the world zones.

1.2.4. Post-paid service plans

VOICE, MESSAGING, DATA	
<p>Monthly Flat-Rate Plan (minimum requirements)</p>	<p><u>Domestic:</u> Unlimited calls and SMS/MMS between EASO mobile numbers and to all other local mobile and fixed networks; 2GB of data.</p> <p><u>International calling and SMS/MMS:</u> From Malta to the “Preferred Zone” free 60 minutes of call and free 60 SMS/MMS.</p> <p><u>International roaming in the “the preferred zone” EU 28:</u> Unlimited incoming calls while in roaming; unlimited calls and SMS to Malta; free 60 minutes of call and 60 SMS to any other country in the preferred zone.; free 200 MB of data/daily.</p>

The tenderer can propose different package specification, higher limits, while mandatory taking into consideration the minimum requirements outlined for each service within the package.

If the usage exceeds the traffic limits included in the package, the provider will invoice separately the services provided. The service must include an alert message sent to EASO number when consumption reaches the package limit for either service included in the package. If the data limit in domestic use is exceeded, the data service shall be blocked automatically until EASO requests unblocking and continual use by placing a request to provider’s Helpdesk. The provider shall execute such a request within 1 hour from receiving the request from EASO..

MOBILE INTERNET	
<p>Monthly Flat-Rate Plan (minimum requirements)</p>	<p><u>Domestic:</u> 10GB of data; download speed at least 10Mbps; upload speed at least 2Mbps.</p> <p><u>International roaming (“Data preferred zone” EU 28):</u> Roaming bundle with minimum 200 MB/daily of data included.</p>

The tenderer can propose different package specification, higher limits, while mandatory taking into consideration the minimum requirements outlined for each service within the package.

If the usage exceeds the traffic limits included in the package, the provider will invoice separately the services provided. The service must include an alert message sent to EASO number when consumption reaches the package limit. If the data limit in domestic use is exceeded, the mobile Internet service shall be blocked automatically until EASO requests unblocking and continual use by placing a request to provider’s Helpdesk. The provider shall execute such a request within 1 hour from receiving the request from EASO.

1.2.5. Service availability and metrics

The minimum availability of the network in terms of voice and data services shall be as follows:

a) NETWORK – Mobile Voice Service availability

To ensure a qualitatively good outgoing or incoming voice call on the contractor’s network, EASO is expecting to receive VOICE service at minimum for 98.0% of the year.

b) NETWORK – Mobile Data Service availability

To ensure a qualitatively good connection on the tenderer’s network EASO is expecting to receive DATA service at minimum for 98.0% of the year

Mobile network coverage and roaming service availability are key factors for the quality of the services to be provided.

1.2.6. Support/hotline

Availability of the 24h/7d support and the capability to understand and support the user requests is required. English language is compulsory.

a) Problem solving

This is the delay between the time when a "EASO customer ticket" is opened and the problem is solved ("ticket closed"). The EASO expects a maximum of 2 calendar days to close the ticket.

b) Numbers blocking

This is the delay between the reception of a validated request for the blocking of a number, and the time when the network has taken into account this blocking. EASO expects a maximum of 1 calendar day to validate the request.

1.2.7. Interruption/outages

Planned interventions are not considered as outages. However, and as the term itself implies, they must be planned upfront. EASO shall be notified at least five working days in advance prior to when planned interventions will commence.

1.2.8. Equipment: SIM Cards, GSM Phones, Accessories

SIM Cards:

Tenderers shall include in their offers an update catalogue of SIM Cards (Standard, Micro, Data SIM cards, Twin, and any other available model) .

GSM Phones:

Independently from any supply of SIM Cards and other services, tenderers shall present in their offer an updated catalogue including at least one (1) model of smart mobile phone device with the following functionalities:

Table A - Minimum set of functionalities for smart phone:

2G Network	UMTS/HSPA+/DC-HSDPA	(850, 900, 1700/2100, 1900, 2100 MHz)
3G Network		
4G Network	GSM/EDGE	(850, 900, 1800, 1900 MHz)
Display	Minimum 5.5 inches	Multitouch
Sound	Alert types	Vibration; MP3, WAV ringtones
	Loudspeaker	
	3.5mm jack	
Memory	Card slot	MicroSD, up to 32 GB
	Internal	8 GB, 1 GB RAM
Data	GPRS	
	EDGE	
	WLAN	Wi-Fi 802.11 a/b/g/n
	Bluetooth	
	NFC	
	USB	MicroUSB v2.0 (MHL)
Camera	Primary	5 MP, autofocus, LED flash, check quality
	Video	720p@30fps, stereo sound rec.
Features	OS	IOS or Android
	Messaging	SMS(threaded view), MMS, Email, Push Mail, IM
	Browser	HTML5
	Radio	Stereo FM radio with RDS, FM recording
	GPS	
	Java	
		MP4/MP3 player
		- Organizer
		- Photo/video editor
		- Document viewer
	- Voice memo/dial/commands	
	- Predictive text input	
Battery		Li-Ion 2000 mAh battery
Warranty		1 year

Accessories:

Proposed device shall include a set of standard accessories (i.e. headset, installation software, charger etc.).

1.2.9. Switching the existing phone numbers between providers

The successful tenderer shall be able to ensure smooth transfer/migration of the existing EASO mobile phone numbers to the new network without changing the existing numbers.

1.3 REQUIREMENTS FOR RESOURCES

Contact persons will be defined by both parties, and clearly identified with their names, e-mail addresses, and telephone numbers. The contractor will provide at least 1 contact person as account or service manager, who will be the interface for all commercial, contractual, technical and operational matters.

The EASO will provide at least 1 contact person as administrative or service manager, who will be the interface for all contractual, billing, technical and operational matters.

2 THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

EASO envisages awarding a framework service contract for the provision of mobile communication services.

The Framework Contract involves no direct commitment and, in particular, does not constitute orders per se. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EASO and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through "order forms" and/or "specific contracts" concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place EASO under any obligation to place an assignment. The Framework Contract does not preclude EASO from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by EASO staff.

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on the date on which it is signed by the last contracting party. The contract is expected to be signed in April/May 2015. However, the execution of the tasks may not start before the framework contract and the order form and/or specific contract have been signed by both parties.

The duration of the tasks shall not exceed 24 months.

The period of execution of the tasks specified in the contract may be renewed automatically once for 24 months.

2.3 ESTIMATED TOTAL MAXIMUM VALUE

The estimated total maximum budget is EUR 330.000 for a period of 4 years. This figure is only indicative and is not in any way binding on EASO.

2.4 PLACE OF PERFORMANCE

The place of performance of the tasks shall be EASO' Premises or any other place indicated in the tender, unless agreed otherwise in writing by the parties.

2.5 IMPLEMENTATION OF THE CONTRACT

Within 5 working days of an order form being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated.

The period allowed for the delivery of supplies shall start to run on the date the contractor signs the order form, unless a different date is indicated on the form.

2.6 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.4 & II.15 of the draft framework service contract (Annex 2).

Invoices are expected to be delivered always by normal post and via e-mail or through website download on a monthly basis.

The itemized invoice shall contain all the details of the consumption with clear indication of the item and the price of the unit or the rating unit. Voice and data costs shall be clearly indicated in separate sections of the invoice.

In case of unclear invoices or invoice errors or disputes on the billing items, the payment process will be suspended until all the errors or the controversy is clarified.

EASO reserves the right to pay less than the amount foreseen in article I.3.1 of the contract according to tasks performed.

2.7 GUARANTEES

Not applicable.

2.8 LIABILITY

2.8.1 *Joint Offers*

Partners in a joint offer assume joint and several liability towards EASO for the performance of the contract as a whole.

Statements saying, for instance:

- that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest, or
- that more than one contract shall be signed if the joint offer is successful

are thus incompatible with the principle of joint and several liability. EASO will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

2.8.2 *Subcontracting*

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards EASO for performance of the contract as a whole. Accordingly:

- EASO will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;

- under no circumstances can the main contractor avoid liability towards EASO on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need EASO's express authorization to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.18 of the contract may be applied to sub-contractors.

Once the contract has been signed, Article II.7 of the above-mentioned contract shall govern the subcontracting.

2.9 DATA PROTECTION

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by EASO's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data shall be addressed to by EASO's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

3 THE PROCUREMENT PROCEDURE

3.1 PREPARATION AND SUBMISSION OF THE TENDER

3.1.1 Preparation of the tender

3.1.1.1 General

Tenders shall be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

Tenders shall be written in one of the official languages of the European Union.

Tenders shall include the following information:

- all the information and documents requested by EASO in order to assess the tender;
- the price in euro;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form (Annex 3.1.1.), and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

If this is not included, the tender may be excluded from the procedure for the award of the contract.

Since tenderers will be judged on the content of their written bids, these must make it clear that they are able to meet the requirements of the specifications.

3.1.1.2 Content of the tender

All tenders shall contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, EASO may disqualify the bid. EASO reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

3.1.1.2.1 Section One: Administrative proposal

Eligibility documentation

The competition is open to any physical person or legal entity coming from countries within the EU and any other physical person or legal entity from a third country that has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the European Union in the area of public contracts shall be allowed, under the conditions provided for in that agreement.

To identify himself the tenderer shall fill in a Legal Entity Form and a Financial Identification Form:

The **Legal Entity Form**¹ is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The **Financial identification**² **Form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

The above forms shall be accompanied by the evidence as indicated at the bottom of each form.

Both joint offers and subcontracting are allowed in response to this call for tenders. Offers may even combine both approaches. In any case, the tender documents shall specify very clearly by means of the appropriate forms, detailed hereafter, whether each company involved in the tender is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others).

All tenderers shall provide their legal entity form as well as the evidence indicated at the bottom of that form.

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the financial identification form.

In case of a joint offer, only the co-ordinator shall return the financial identification form.

In case of a tenderer submitting a joint offer who has already set up a consortium or similar entity for conducting the project in case a contract will be awarded, the tenderer shall mention this fact in the tender, together with any other relevant information in this connection.

In case of tenderers submitting a joint offer who have not yet set up a consortium or similar entity, the tenderers shall be aware that, in case the tenderers are awarded the contract, EASO will require the tenderer to give a formal status to this collaboration before the contract is signed. This can take the form of:

- an entity with legal personality recognized by a Member State; or
- an entity without legal personality but offering sufficient protection of EASO's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

¹ This form is available at:
http://europa.eu/comm/budget/execution/legal_entities_en.htm

² This form is available at:
http://europa.eu/comm/budget/execution/ftiers_en.htm.

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**³, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages *subcontracting*, the tender shall include:

- a **document**⁴ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**⁵ by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.18 of the draft framework service contract.

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**⁶, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation applicable to the general budget of the Union⁷ (hereinafter the Financial Regulation) and detailed in the form;
- undertake to submit to EASO any additional document relating to the exclusion criteria, that EASO considers necessary to perform its checks, within seven calendar days following the receipt of EASO's request.

Where the bid constitutes a joint offer, each entity shall provide the form. Where the total amount envisaged for subcontracting is above 50% of the total contract value, the potential subcontractor(s) must also provide the form (as required from the potential contractor). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

By returning the above-mentioned form, duly signed, tenderers confirm that they have been notified of the following points.

Administrative or financial penalties may be imposed by EASO on tenderers who are in one of the cases of exclusion provided for in Articles 106 and 107 of the Financial Regulation after they have been given the opportunity to present their observations.

These penalties are detailed in Article 109 of the Financial Regulation and Articles 142 and 145 of the Regulation laying down the rules of application of the Financial Regulation⁸ (hereinafter the rules of application).

³ Annex 3.1.3

⁴ To be provided in free format

⁵ See Annex 3.1.2.

⁶ See Annex 3.2.

⁷ A copy of the Financial Regulation applicable to the general budget of the Union, including its rules of application is available at: <http://ec.europa.eu/budget/library/biblio/publications/finreg/KV3112815ENC.pdf>

⁸ Available at: <http://ec.europa.eu/budget/library/biblio/publications/finreg/KV3112815ENC.pdf>

Selection criteria documentation

General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid, it shall also contain any other document that the tenderer(s) wish(es) to include by way of clarification. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence shall be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

In case of joint offer or sub-contracting, the tenderer(s) shall stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

In case of joint offer, or sub-contracting for which the total amount envisaged is above 30% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the tenderer, as described and identified above.

Evidence of the economic and financial capacity of the service provider(s)

This proof is to be provided by submitting the completed **Financial and Economic Capacity Overview Form (Annex 3.3.1)**, as well as a full copy of the tenderer's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents shall be certified by the tenderer.

If, for some exceptional reason which EASO considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which EASO considers appropriate. In any case, EASO shall at least be notified of the exceptional reason and its justification in the tender. EASO reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

All tenderers shall provide proof of their economic and financial capacity. If several service providers are involved in the bid, each of them, in principle, shall have and show that they have the necessary economic and financial capacity to perform the tasks assigned to them in the tender. The same applies to subcontractors whose tasks are equal to or exceed 30% of the contract.

Evidence of the technical and professional capacity of the service provider(s)

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by EASO on its technical capacities.

Evidence of the technical and professional capacity of the providers involved in the tender must be furnished on the basis of the following documents:

- a) Evidence for selection criterion 2.1:
 - The tender must provide a declaration to have at least 3 years of experience in providing telecommunication services
- b) Evidence for selection criterion 2.2:
 - The tender must provide proof of being registered in the relevant professional register and licensed by Malta Communications Authority.
- c) Evidence for selection criterion 2.3:
 - The tender must provide, using the template in Annex 3.3.2 "Contract Reference Form", minimum 3 references for similar contracts in terms of services provided to European or International organisations, public authorities or private companies with dates and recipients, together with a simple declaration. EASO reserves the right to request certificates issued or countersigned by public authorities or by private clients.

3.1.1.2.2. Section Two: Technical proposal

The technical specifications and the tenderer's bid shall be integral parts of the contract and will constitute Annexes to the contract.

Tenders should elaborate on all points addressed by these specifications using Annex 3.4.1 "Technical Proposal Form".

3.1.1.2.3. Section Three: Financial proposal

Financial award criteria documentation

- Tenderers must use the price reference tables enclosed to formulate their financial proposal (Annex 3.4.2 "Financial Proposal Form" and Annex 3.4.3 "Weighting table for financial evaluation"). The unit prices indicated in the Financial Proposal Form (Annex 3.4.2) shall correspond exactly to those offered in the Weighting table for financial evaluation (Annex 3.4.3). In case of discrepancies the unit prices of the Financial Proposal Form (Annex 3.4.2) shall prevail.

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;

- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to EASO by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT;
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- The price for mobile voice, messaging and data services shall be fixed and not subject to revision for the first period of 6 months and therefore will be verified every 6 months and revised if required according to the mechanism specified in the draft contract (Article I.3.2).
- Whenever the price quotations given in the official catalogue for devices and SIM cards shall change, the Contractor shall give immediate written notice to the contracting authority, enclosing the new catalogue with the new prices in force. Once the update of Official price list is made available to the Contracting Authority, the Contracting Authority shall accept or refuse it. The new catalogue and prices will enter into force on the date in which the contractor is notified by the contracting authority via email of the acceptance of the new catalogue. If the Contracting Authority does not react within 15 working days from receipt of the new official catalogue the new catalogue shall be deemed to have been accepted. The Contractor may provide to the contracting authority an updated catalogue including new prices a maximum of 4 times per year.

3.1.1.3 Form of the tender

The tender shall be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope shall be addressed to the Procurement and Contracts Sector and marked "*Invitation to tender No EASO/2015/198*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they shall be sealed with adhesive tape and the sender must sign across the tape. The inner envelope shall also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes shall clearly indicate the content. The administrative proposal, the technical proposal and the financial proposal shall be submitted, in duplicate (one set of originals and one set of copies).

3.1.2 Submission of the tender

3.1.2.1 General terms and conditions for submission

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.

Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract.

The tenderer's bid, in conjunction with the technical specifications, shall be an integral part of the contract and will constitute annexes to the contract.

Once EASO has accepted the tender, it shall become the property of EASO and EASO shall treat it confidentially.

EASO shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are not allowed.

The offer shall remain valid for a period of 9 months following the final date for submitting tenders (see below). During this period, tenderers shall maintain all the conditions of their bids.

The tendering procedure shall not involve EASO in any obligation to award the contract.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision shall be substantiated and the tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when EASO decides not to award the contract.

3.1.2.2 Requirements for submission

Tenders may be:

- a) either sent by registered mail, posted no later than 30/03/2015, (date as postmark); to the following address:

<p><i>European Asylum Support Office (EASO) Invitation to tender No: EASO/2014/198 General Affairs and Administration Unit Procurement and Contracts Sector MTC Block A, Winemakers Wharf, Grand Harbour Valletta, MRS 1917, Malta</i></p>
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- b) or sent by courier services, no later than 30/03/2015(date of deposit slip), to the following address:

c)

*European Asylum Support Office (EASO)
Invitation to tender No: EASO/2014/198
General Affairs and Administration Unit
Procurement and Contracts Sector
MTC Block A, Winemakers Wharf,
Grand Harbour Valletta, MRS 1917, Malta*

d) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Malta time on 30/03/2014, (date of acknowledgement of receipt by EASO) to the address mentioned above.

Tenderers shall observe precisely the above indications in order that tenders reach their specified destination in due time.

Evidence of timely submission by post or courier service will be constituted by the date of the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late submission will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will also be non-admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers shall ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

3.2 CONTACT BETWEEN THE TENDERER AND EASO

In principle, no contact is permitted between EASO and the tenderers during the contract award procedure:

However, in exceptional circumstances contact may be made on the tenderers' initiative before the final date for the receipt of bids, in order (and only for this reason) to clarify the nature of the contract.

Such requests for further information may be made only in writing with the subject indication, « EASO/2015/198» to the following e-mail address:

contracts@easo.europa.eu

EASO is not bound to reply to requests for additional information made less than five working days before the deadline for submission of tenders.

Insofar as it has been requested in good time, the questions raised and the additional information provided by EASO will be published on the website at:

<http://easo.europa.eu>

All tenderers are advised to take note of the fact that no additional information will be sent (neither by post nor by e-mail) regarding new information that has become available. Therefore, all tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

Similarly, contact may in exceptional circumstances be made on EASO's initiative:

- before the final date for the receipt of bids, in order to inform interested parties of an error, a lack of precision, an omission or any other material shortcoming in the drawing up of the documents of the invitation to tender;
- or, after the opening of bids, where a bid requires clarification or in order to correct material errors made in drawing up a bid.

Please note that in any event such contact may not result in a modification of the terms of the bid. In case EASO deems it appropriate to provide additional information it will be published on the website mentioned above.

3.3 OPENING OF THE TENDERS

Tenders will be opened at 10:00 (Malta time) on 07/04/2015 at the following location:

*Office address:
European Asylum Support Office (EASO)
MTC Block A, Winemakers Wharf,
Grand Harbour Valletta, MRS 1917, Malta*

A representative of each tenderer may attend the opening of the bids. Tenderers wishing to attend are requested to notify their intention by sending an e-mail at least 2 working days in advance to the above-mentioned e-mail address. This notification shall be signed by an authorised representative of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

3.4 EVALUATION OF THE TENDERS

The evaluation will be based on each tenderer's bid. In addition, EASO reserves the right to use any other information from public or specialist sources.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

1. to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
2. to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
3. to evaluate the conformity of the technical tenders with the minimum requirements and on the basis of the award criteria the financial tenders of all tenders having passed the exclusion and selection stages.

Stage 1 – application of exclusion criteria

In accordance with Articles 106 and 107 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form⁹.

⁹ See Annex 3.2.

Furthermore, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information (criteria h) or fall into one of the situations as specified under criteria a) to f).

Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated in section 3.1 – Selection criteria documentation.

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Average annual <u>turnover exceeding EUR 200.000</u> , for the past three years (2011, 2012 and 2013 figures).
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 At least 3 years of experience in providing telecommunication services
2.2 Registration in the relevant professional register and licensed by Malta Communications Authority.

Stage 3 - application of award criteria

The contract will be awarded to the tender presenting the Lowest Price provided it is conform to the technical specifications for this tender. Non complying tenders will be rejected.

For the purpose of evaluation, the Weighting Table for financial evaluation (Annex 3.4.3) will be used for the weighting of the prices offered in the Financial Proposal form (Annex 3.4.2).

The weightings are based on the estimated usage of the services. Quantities indicated in the tables of Annex 3.4.3 are only indicative and not binding in any way to the Contracting Authority. These quantities are based on an estimation of the consumptions during the total maximum duration of the contract including its renewal (48 months) and will be used only for the assessment of the financial offers.

The Price Award criterion will be assessed on the basis of the Total NET weighted Price for the estimated quantities indicated in Annex 3.4.3 – Weighting table for financial evaluation.

Price Award criterion	
	Total NET weighted price = (e.g. Total Net Price Table 1 + Total Net Price Table 2 + Total Net Price Table 3 + Total Net Price Table 4 + Total Net Price Table 5))

Tenders presenting a total weighted price superior to the maximum amount of 150.000 € will be excluded from the rest of the assessment procedure.

3.5 AWARD OF THE CONTRACT

EASO will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to cancel the procedure.

If a written request is received from any non-successful tenderer, EASO will inform the tenderer of the reasons for their lack of success and of the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

The procurement procedure may be concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to below shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

EASO shall not sign the contract or framework contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

Where a fax or electronic means are used for the dispatch of the notification letters, the standstill period shall be 10 calendar days.

During the standstill period, EASO will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in Articles 106 and 107 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, EASO reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that it satisfies with the provision of the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration of honour:

- EASO shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 106(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- EASO shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 106(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

- Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tender. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever EASO requests it.
- Where they have doubts as to whether tenderers are in one of the situations of exclusion, EASO may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
- EASO may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EASO in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow EASO services to check this evidence.

4 ANNEXES

1. TECHNICAL DOCUMENTATION

NOT APPLICABLE

2. CONTRACTUAL DOCUMENTATION:

DRAFT FRAMEWORK CONTRACT

3. PROCUREMENT DOCUMENTATION

3.1 ELIGIBILITY DOCUMENTATION

3.1.1 IDENTIFICATION OF THE TENDER

3.1.2 SUBCONTRACTOR LETTER OF INTENT

3.1.3 POWER OF ATTORNEY

3.2 EXCLUSION CRITERIA DOCUMENTATION: EXCLUSION CRITERIA FORM

3.3 SELECTION CRITERIA DOCUMENTATION

3.3.1 FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM

3.3.2 CONTRACT REFERENCE FORM

3.4 AWARD CRITERIA DOCUMENTATION

3.4.1 TECHNICAL PROPOSAL FORM

3.4.2 FINANCIAL PROPOSAL FORM

3.4.3 WEIGHTING TABLE FOR FINANCIAL EVALUATION

4. CHECK LIST OF DOCUMENTS TO BE SUBMITTED