

Frontex/2021/OP/597/AH

**Framework contract for the provision of
business consultancy and expertise related to
EUROSUR**

Annex II - Terms of Reference

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1. Terms and definitions

The terms in the table below, appearing either in a complete or in an abbreviated form, when used in this document and its appendices, shall be understood to have the following meaning.

Term	Abbreviation	Meaning
24/7/365	24/7	Used for defining services to be provided around the clock every day of a year when the differentiation of Normal and Extended Working Hours is not applied.
Cascading/Ranking Mechanism	Cascade	The cascading mechanism is a mechanism applied for using multiple framework contracts. Frontex ranks the tenderers in descending order, based on the results of the evaluation, with a view to establishing the list of contractors and the sequence in which they will be offered orders. Under this mechanism Frontex always contacts the contractor at the top of the list. If that contractor is unavailable or incapable to respond for reasons which do not entail terminating the contract, the second contractor may be contacted, and then, if necessary and under the same conditions, the third and the next ones.
Consultant		An individual providing services to Frontex within a framework contract, who is employed by a Contractor (or works as freelancer for Contractor).
Contractor		A party to a framework contract resulting from this procurement procedure and signed with Frontex. It may refer to a sole Contractor or to consortium as well as to each member of a consortium and to subcontractors.
European Border and Coast Guard Regulation 2.0	EBCG 2.0	Regulation (EU) 2019/1896 of the European Parliament and of the Council on the European Border and Coast Guard and repealing Regulations (EU) No 1052/2013 and (EU) 2016/1624.
Extended Working Hours	EWH	Any working hours other than Normal Working Hours.
EUROSUR		The integrated framework for information exchange and cooperation between the Member States and the European Border and Coast Guard Agency as defined in Reg (EU) 2019/1896 repealing Reg (EU) 1052/2013 (EUROSUR regulation)
EUROSUR 2.0		The full extent of new and enhanced business and technical capabilities required to be introduced to become compliant with Reg (EU) 2019/1896 and the OMISSION IMPLEMENTING REGULATION (EU) 2021/581 of 9 April 2021 on the situational pictures of the European Border Surveillance System (EUROSUR).
Fixed Price	FP	Fixed Price assignments defining the deliverables and their price.
Framework Contract	FWC	Contract resulting from this call for tenders.
Frontex	FX	The European Border and Coast Guard Agency.
Frontex Headquarters	FX HQ	Frontex premises located in Warsaw, Poland.
ICT	ICT	Information and Communication Technologies.

Term	Abbreviation	Meaning
IFC	IFC	Information Fusion Centre.
Intra muros		To be performed at Frontex Headquarters.
Intelligence		The ability to recognise potential information as relevant to monitoring illegal border activity. It refers to the ability to select and disseminate information that will be useful to conduct a detailed analysis of the situation at the external borders including migratory trends, situation in the countries of origin and vulnerabilities of border control at EU borders.
Member State	MS	A European Union member state.
National Coordination Centre	NCC	National coordination centres as referred to in EBCG 2.0 Article 21
Normal Working Day	NWD	From Mondays to Fridays inclusive, excluding Frontex holidays. Frontex holidays usually cover Easter Break, 1-3 May, 9 May, Corpus Christi in June, Assumption Day in August 1 and 11 of November, last week of December and 1 day of January. Detailed list will be provided to the Contractor at the end of each calendar year.
Normal Working Hours	NWH	Normal working days from 08:00 to 18:00
Other Locations		Place of performing tasks contracted under this Contract that are different from Frontex Headquarters and Contractor's premises.
Personal Data		Shall have the same meaning as set out in the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data , Regulation (EC) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC;
Profile		A description of the requirements that a Consultant with a given Profile must meet and the role and tasks envisaged under the FWC. It refers to knowledge, skills, experience and tasks to be performed.
Request for Service	RfS	Request for new Specific Contract under the Framework Contract and defines the specific requirements and description of the services required by Frontex.
SAM	SAM	Situation Awareness and Monitoring Division
Schengen Associated Countries	SAC	Countries being associated members of the Schengen Area but not members of the European Union.
Security Clearance		Security Clearance- shall be understood as a personal security clearance at the level indicated by Frontex (EU Restricted / RESTREINT UE or EU Confidential /CONFIDENTIEL UE or EU Secret / SECRET UE) or its equivalent in accordance with the comparison table in Appendix 2 of Council Decision of 19 March 2001 adopting the Council's security

Term	Abbreviation	Meaning
		regulations (2001/264/EC, as last amended) and issued by a National Security Authority of an EU Member State.
Single Point of Contact	SPoC	A person, identified by name, single e-mail and phone number, for all communications regarding a specific support or service; responsible for the coordination of all related activities including prioritization, escalation, monitoring thresholds and reporting.
Specific Contract	SC	Once the Framework Contract is signed between Frontex and the Contractor, Consultancy Services shall be provided on a fixed price and/or time-and-means basis when the Parties agree in the Specific Contract(s) that a specified sum is to be paid in return for the provision of the means to perform the Consultancy Services. In all cases, the Specific Contract(s) governing the provision of services shall state the purpose of the provision of these services and may involve an obligation for the Contractor to achieve a specific result.
Time and Means	T&M	Mode of service provision in which a specified daily or hourly sum is to be paid for a given number of days or hours in return for the provision of means to perform the contracted services.
Terms of Reference	ToR	This document.

2. Objectives

The main goal of this procurement procedure is to establish (multiple) framework contracts for the provision of on-site (intramuros) and off-site (extramuros) business consultancy services regarding the implementation of the enhanced EUROSUR integrated framework for the exchange of information and operational cooperation within the European Border and Coast Guard in order to improve situational awareness and to increase reaction capability for the purposes of border management, including the detection, prevention and combating of illegal immigration and cross-border crime and contributing to ensuring the protection and saving the lives of migrants as established in Reg (EU) 2019/1896, .

The framework contracts resulting from this tender will cover consultancy services on the above-mentioned areas involving activities such as (not exhaustively listed): blueprinting, project management, pre-analysis and benchmarking, feasibility studies, business advice, business analysis, intelligence analysis, functional designs, business architecture, proof of concept, quality management, technology assessment, documentation, transfer of knowledge and training. The specific scope of services is explained in chapter 4. *Scope of Work*. Specific expertise in the domains related to the implementation of EUROSUR may be required for successful completion of certain assignments.

3. Scope of the procurement

3.1. Contracting authorities and procurement procedure

The procedure chosen is an open procedure for multiple framework contracts, with an intended number of minimum three and maximum five Contractors.

All specific contracts (SC) shall be awarded either based on the cascade mechanism or reopening of competition mechanism as explained in the article 6.4 *FWC Implementation modalities*.

3.2. Duration

The initial duration of the Framework Contract is 2 years, starting from the date of its signature by the last contract party. The FWC may be renewed for up to 2 additional periods of one year. The extension will be automatically applied unless one of the parties receives formal notification to the contrary at least three months before the end of the ongoing duration. When submitting their tenders, the Tenderer shall assume that the services could be provided for a period of 4 years in total.

3.3. Financial Ceiling

The maximum amount that can be spent under this FWC cannot exceed 6,000,000.00 EUR. Nevertheless Frontex reserves the right to conduct exceptional negotiated procedure (in line with art. 134.1.(e) of COMMISSION DELEGATED REGULATION (EU) 2015/2462 of 30 October 2015 amending Delegated Regulation (EU) No 1268/2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union) to increase the ceiling with the Contractors by max 50% of the contract value, if such a need occurs.

3.4. Other costs

The prices included in the FWC and in the related SCs shall be fully inclusive. No additional costs are eligible. This includes but is not limited to ordering, processing, logistics, communication, secretariat, customs, training, tooling and equipment used by the Contractor staff.

Reimbursements of incurred travel and subsistence expenses will be authorised only in case of the place of performance being other locations (neither Frontex' nor Contractor's premises) as indicated in the RfS by Frontex. Reimbursement Rules annexed to the FWC shall apply.

3.5. Payments

Payments for **Time and Means** Specific Contracts will be executed based on Contractor's invoice and on the basis of approved Attendance Sheets, after the end of a calendar quarter. At the request of Frontex, an interim payment for the 4th quarter may be divided as follows: a separate interim payment for October and November and a separate interim payment for December, which may also be combined with the next quarterly payment.

Every invoice shall be issued solely in relation to the single Specific Contract. Invoice may be issued upon completion of the related work and when Attendance Sheets are duly completed and signed. Invoice for balance payment needs to be accompanied by a duly signed Deliverable Acceptance Form.

Payments for **Fixed Price** Specific Contracts can be performed differently, depending on their value:

1. For contracts with value not exceeding 60,000.00 EUR the payment shall be executed following the contract completion and the acceptance of deliverables by Frontex
2. For contracts with value above 60,000.00 EUR and not exceeding 200,000.00 EUR the Contractor shall be eligible to receive a pre-financing covering 30% of the contract's value, to be paid after contract's signature. It shall be followed by a balance payment covering 70% of the contract's value upon the completion of all contracted tasks. Invoice for balance payment needs to be accompanied by a duly signed Deliverable Acceptance Form (Annex 2/Appendix 2).
3. For contracts with value above 200,000.00 EUR the payments will be split into interim payments, to be paid either quarterly or based on the acceptance of the specific contract milestones and/or deliverables, followed by a final balance payment upon the completion of all contracted tasks. Invoices for each interim payment as well as the balance payment need to be accompanied by a duly signed Deliverable Acceptance Form (Annex 2/Appendix 2).

3.6. Obligation to perform

The conclusion of the FWC does not impose on the Contractor the obligation to submit a proposal in reply to each Request for Services; however, Frontex reserves the right to terminate the FWC in the following cases:

- a) in the event the contractor fails to submit the proposal for the third time,
- b) in the event the submitted proposal is evaluated to be below the minimum required levels for the third time.

3.7. Exclusivity

The conclusion of the FWC does not confer on the contractor any exclusive rights in relation to the provision of services or supply of goods specified therein.

4. Scope of Work

4.1. Definition of scope statement

The contracts resulting from this call for tenders shall be considered as a source of business consultancy services and expertise related to the EUROSUR concept implementation, under T&M or Fixed Price assignments.

Reg (EU) 2019/1896, repealing Reg (EU) 1052/2013, stipulates the new EUROSUR provisions with increased roles and responsibilities for Frontex and the Member States. In order to introduce the obligations assigned to Frontex, a systematic roll out of future EUROSUR capabilities is foreseen. This roll out is subdivided into several work streams designed to deliver the desired capabilities in form of dedicated projects with various scope, length and complexity. The following areas are within the scope of this implementation, which also reflects on the synergies and alignment with other Frontex activities:

- Potential programme structure and capability delivery approach (lean)
- Business analysis
- Business operating model for EUROSUR 2.0
- Business architecture model for EUROSUR 2.0
- Data architecture model for EUROSUR 2.0
- Business process remodelling
- Approach to the reorganisation of existing services and products
- Change management
- Risk management and impact assessment on risk analysis
- Criminal intelligence analysis
- Border and coast guard intelligence analysis
- Training and mentoring for intelligence
- Behavioural Change Management
- Workforce Transformation

The framework contracts resulting from this tender will cover consultancy services on the above-mentioned areas involving activities such as (not exhaustively listed): blueprinting, project management, pre-analysis and benchmarks, feasibility studies, advice, analysis, design, proof of concept, documentation, quality check, transfer of knowledge and training.

Other activities contributing to the EUROSUR implementation are planned for the period 2021-2025 within the framework of the SAM Transformation Programme, which is a comprehensive set of projects and activities aiming to transition SAM to product management, perform organisational redesign, implement an innovation culture and position SAM as a strategic partner among its internal and external stakeholders.

Out of scope are IT developments and related activities.

4.2. Background

The introduction of Regulation (EU) 2019/1896 has increased the roles and responsibilities of Frontex and marks a change in the landscape of the European Border and Coast Guard.

In 2018, a EUROSUR evaluation was carried out and the resulting assessment was taken into consideration for the sections related to EUROSUR in Regulation (EU) 2019/1896 with increased roles and responsibilities for Frontex and repealing Regulation (EU) 1052/2013 while introducing a transition period for two years for the implementation of the new reporting obligations.

Now an essential part of the Frontex founding regulation (instead of a separate one), the EUROSUR integrated framework is affected by several significant changes. These changes are manifold, update existing & introduce new concepts and concern a variety of internal and external stakeholders.

4.3. Target situation

This contract is planned to support Frontex's activities in providing support by a limited number of awarded Contractors in a harmonized and coordinated manner during the next 2(+1+1) years.

By concluding this Framework Contract, Frontex can order consultancy services at a relatively short notice by companies that specialize in activities related to what is requested in the scope of the EUROSUR framework and allow Frontex to cooperate with assigned teams on a long term basis. EUROSUR is one of the main frameworks to support the operational mandate of Frontex, and these consultancy services are intended to support the implementation of enhanced and new capabilities for the Agency, assuring service continuity, a quick response to business needs, while achieving a proper level of harmonization and coordination, yet sustaining competition.

Particularly important areas to be assessed are the following:

Ensuring the relevant **information for the decision process** of the internal and external demand management process, **embedding decision making process** into systems and **organizational processes**.

Standardization and centralization of the relevant information and processes, streamlining communication and removing barriers to collaboration, aligning strategic objectives and acceptable risk(s).

Business integration and interoperability, being able to prioritize taking into consideration limited resources and maximizing efficiency.

Efficiency and alignment between business needs and ICT strategies, avoiding duplication and streamlining and optimizing the communication.

4.4. Work breakdown

The following categories describe the scope of the services envisaged to be covered by the Framework Contract (non- exhaustive list), for different work packages:

4.4.1. EUROSUR business management consultancy:

On the fields of strategy development and performance management, this area focuses on the formulation, articulation and validation of business strategies including their impact on the IT strategy, including:

- The identification and prioritization to balance investments and risk. It includes Return on Investment (ROI) assessment, ex-ante and ex-post evaluations, monitoring and measurement.

- Operating model strategy, focusing on realigning the operating model to enable Frontex and SAM division to achieve its regulatory, financial and business objectives, in-sourced versus outsourced services, centralised versus localised service provision and other means of enhancing the existing operating model.
- This area also focuses on establishing a structured and consistent method to follow-up on business objectives and related EU legislation and initiatives. It covers planning, control and reporting, efficient meeting and reporting structure and performance measurement, developing balanced score cards to monitor and sustain improvements, establishing key performance indicators (KPIs) linked to the overall strategic targets of Frontex and SAM division.

Some of the domains covered on these services are:

- EUROSUR business model strategy
- EUROSUR operating model
- Business Process Reengineering (BPR)
- EUROSUR stakeholders and communication strategy
- EUROSUR risk management and impact assessment
- Reputation management
- Management control systems
- Ex-ante & ex-post evaluations
- EUROSUR Key Performance Indicators (KPI)

4.4.2.Operational excellence and performance improvement:

The scope is to reduce operating costs and improve operational and organisational efficiencies whilst maintaining the desired service level quality.

This area focuses on creating visibility and synchronisation across the organisation whilst reducing complexity and creating a lean environment to operate within. It concentrates on pragmatic ways of doing day-to-day activities and align organisational and individual behaviours to deliver according the corporate strategy. It contributes to continuously improving operations in a structured way in order to improve value for money, quality, efficiency and effectiveness.

Emphasis lays on the definition of requirements and design to establish and/or improve business processes to meet the objectives of the future business state.

Some of the subdomains covered under the scope of this services are:

- Business Process Management (BPM)
- Business Process Improvement (BPI)
- Shared services/managed services
- Operating model implementation
- KPI roll down
- Performance improvement

4.4.3. Business programme and project management:

This area focuses on the management of projects or programmes as groups of strategically related but separate projects. Those projects form part of an integrated programme to maximize the realisation and the delivery of real, quantifiable and sustainable business benefits according to agreed time, quality and financial investments.

Some of the areas covered in these services are:

- Programme management
- Project management
- Business project delivery framework
- Business Programme Management Office (PMO)
- Project portfolio management
- Product portfolio management
- Project and product strategic fit assessment and prioritisation
- Benefit realisation strategies and methods
- Portfolio resource management

4.4.4. Business and technology alignment

Covers the business side of implementing enterprise wide applications within the scope of the EUROSUR operational framework and acts as a bridge between business and IT. This area supports localized rollout of a common global business process design and configuration. It also focuses on managing business resources limitation by aligning projects with each other to reduce redundancy / duplication and taking into account existing and emerging, innovative technological solutions.

Some of the areas covered in this domain of activities are:

- EUROSUR Business Enterprise Architecture framework and ecosystem
- Architecture risk management
- Business Analysis and Requirements Management (RM)
- Prototyping (e.g. mock-ups and wire frames) and preparation of feasibility studies
- User experience & end to end service design

4.4.5. EUROSUR Information Management (EIM)

This area aims at establishing a common EUROSUR body information management strategy and governance complementing the overall Frontex information management strategy.

It also aims to implement a more effective information lifecycle management and to manage EUROSUR information as a business asset,

- to establish EUROSUR information governance policies and information life cycle strategy;
- to improve information quality, consistency and security across EUROSUR, and;
- to support the creation, control, distribution, retention and final disposition of EUROSUR information in accordance with legislations, regulations and leading business practices; to

manage EUROSUR information with the same priority and security as other business assets, becoming the framework for information exchange and cooperation between the Member States and the European Border and Coast Guard Agency, Union institutions, bodies, offices, agencies and international organizations, as well as regarding cooperation and the exchange of information with third-country observers for the purpose of EUROSUR.

This domain of activities covered the following subdomains, among others:

- EUROSUR information asset management
- EUROSUR data strategy and governance
- Records management
- Business intelligence (business domain)
- EUROSUR framework performance management
- EUROSUR framework knowledge management
- Access, search and delivery of information
- EUROSUR content and data management (unstructured and structured data)

4.4.6. EUROSUR implementation change management

Focuses on the assessment, design, communication and implementation of business changes on both the organizational transition (tangible changes in structure, process and technology) and individual transitions (processes individuals go through to adjust to the new way of working, including formal training) required to enable and sustain change.

These is the collective set of activities that provides a comprehensive, pragmatic, and action-oriented approach to address the people and organizational risks inherent in any project.

The ultimate goal is to optimize business benefits realisation/return on investment (ROI), and sustain long-term performance.

4.4.7. Situational Awareness and Monitoring specific consultancy

The external EU border faces a myriad of risks and threats for the monitoring and assessment of which Frontex develops relevant business processes. The definition of these business processes is however heavily related to the generation of migration and cross border crime related intelligence and knowledge. These services shall support risk analysis, situation monitoring and crisis management with advice, know-how, subject matter expertise and training. This domain of activities covers the following subdomains:

- Risk management and impact assessment on risk analysis
- Criminal intelligence analysis
- Border and coast guard intelligence analysis
- Training and mentoring for intelligence

5. General Requirements

5.1. Location of work

The actual venue for each Specific Contract will be defined in the Request for Specific Contract.

The following categorization of place of performance shall be applied:

- Intramural assignments to be performed at Frontex Headquarters (Warsaw, Poland).
- Extramural assignments to be performed at the Contractor's premises.
- Other Location for assignments to be performed at other locations explicitly indicated by Frontex.

Reimbursement incurred for travel and subsistence expenses shall be authorized only in case of 'other locations'.

5.2. Security

The Contractor shall respect the Frontex Security Rules and the related policies and procedures. Frontex Security Rules and the relevant policies and procedures will be made available at the beginning of each Specific Contract to the involved employees of the contractor and updates, changes in these documents or publication of new documents will be communicated during the execution of the contracts.

The contractor's staff involved in the execution of the contract will be asked to sign a Declaration of Confidentiality prior to the start date of their direct involvement in the Contract.

If the Contractor or his personnel and, where applicable, subcontractors fail to comply with the Frontex security rules, Frontex may, without prejudice to any indemnity due by the contractor to Frontex, terminate the contract with immediate effect by giving notice in writing to the contractor. In these circumstances, no costs or compensation relating to such termination shall be due by Frontex to the contractor.

Frontex reserves the right to request the contractor to demonstrate the valid excerpt of the criminal record of the contractor staff members planned to participate in the execution of the contract and to refuse participation to any person that has been: convicted of an offence concerning their professional conduct by a judgment, which has the force of res judicata; guilty of grave professional misconduct, the subject of a judgment, which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests.

Any classified information shall be handled and protected by the Contractor as described in the Security Aspect Letter (Appendix 8.3 Security Aspect Letter).

In addition, Frontex reserves the right to require the contractor in relation to a particular SC to either propose an expert with the clearance or to initiate security screening for his personnel directly involved in the execution of the FWC or SC to obtain the security clearance at RESTREINT UE, CONFIDENTIEL UE or SECRET UE level in order to provide specific services planned for the course of this FWC.

5.3. Working environment and conditions

For intramuros assignments, Frontex will provide to the Contractor the following resources:

- Office space for the Contractor's staff performing intramuros assignments.
- Access to all premises and elements of infrastructure necessary to conduct the tasks.
- Access to all necessary documentation and information in Frontex possession that are necessary to conduct the tasks of the Specific Contract.

- Computers, software licenses and other ICT tools for the duration of the SC; Frontex may require exclusive use of it.

All software necessary for the accomplishment of the tasks of any intramuros assignments under this Framework Contract will be installed on Frontex hardware and will remain within Frontex without deletion, change, or deletion of configuration at the end of the Specific Contract and of the FWC.

Contractor's staff may bring their company or own computers in order to perform some tasks not related to the Contract, e.g. tasks requested by their employer. In line with Frontex security policies, these devices will not be authorised to connect to any Frontex networks except those foreseen for Frontex guests.

For extramuros assignments the provision of the above shall be the responsibility of the Contractor.

5.4. Transparency and handover

Frontex requires transparency from the Contractor in the provision of services under Specific Contracts, specifically regarding the organisation and staff engaged, processes and standards used, information and documentation produced in these processes, and in the methods and tools used in delivering services. Frontex reserves the right to use third party professional companies to support the verification and validation of services delivered by the Contractor under this FWC.

At the request of Frontex the Contractor must hand his tasks over to Frontex staff or other indicated third party contractor by the defined date. The handover shall be planned and the plan shall be submitted to Frontex for acceptance. The handover shall enable the taking-over party to continue the tasks of the Contractor at the levels defined in the respective Specific Contract and to provide further evolution of the work in progress with no additional costs for reengineering or redevelopment of documentation. The contractor is required to: train the taking-over party, present his recommendation for how to continue his tasks, submit all pending reports, return all tools and documents used in the performance of works, archive and handover all information, credentials and documents that are not in the possession of Frontex and might be needed for continuation of the tasks performed by the Contractor.

Such a handover takes place by default (without a request from Frontex) at the completion of the FWC.

By the end of the Specific Contract the Contractor is required to: submit all relevant reports, return all tools and documents, handover all on-going tasks to Frontex staff, archive and handover to Frontex all information, credentials and documents that are not already in the possession of Frontex staff and might be needed for the continuation of the tasks performed by the Contractor.

5.5. Language

All the communication and documentation, both in paper and electronic form and any other deliverables, including software, source codes with its naming conventions and comments, shall be in English (U.K.) and shall adhere to a high standard appropriate for technical documentation, with no ambiguities and no mistakes in grammar or spelling.

All members of the Contractor's staff allocated to this contract shall speak and write in English at the levels indicated in their profiles, according to the Common European Framework of Reference for Languages.

Consultants must use English as official language during their presence in Frontex.

5.6. Conduct at work

The Contractor's personnel cannot represent Frontex and make any type of impression that they are employed by Frontex or authorized to represent Frontex. In particular, when signing documents or e-mails, or whenever their name appears in a document related to their work for Frontex, clear reference must be made to the fact that they work for the contractor.

Consultants must willingly comply with the requirements of Frontex security services, including the inspection of the personal goods (by scanner or physical inspection).

When on Frontex premises, consultants shall always wear the access card issued to them by the Frontex security services. They must return the access card(s) before they leave, at first request by Frontex.

When on Frontex premises, consultants must not perform any professional tasks which are not linked to the Framework Contract.

Consultants are not entitled to any privileges attributed to Frontex staff members and not eligible to participate in Frontex events unless otherwise decided by Frontex.

5.7. Documentation

Frontex requires that all the documents created in the course of the project maintain a high quality. The following criteria shall be adopted when producing the necessary documentation:

- A clear and appropriate document structure, i.e. the document must be organised into chapters, sections, subsections etc. in a clear and logical way.
- Completeness of documents, i.e. the complete presentation of the entire scope of the described issue without any omission.
- Consistency and coherence of documents, i.e. ensuring mutual accordance of all types of information and lack of logical contradictions of information between the submitted documents or between parts of the same document.
- Proper identification of its title, scope, authors, reviewers, related dates, status, versions, history log, audience, quality or acceptance criteria (if the document is subject to acceptance).

The documentation shall be delivered in editable electronic format. Editable source files for all pictures shall be supplied.

6. Specific Requirements

The following requirements have to be respected in the FWC (in the management of the FWC, in T&M and in FP Specific Contracts, unless the requirement limits the scope to a specific type of assignment) and shall be reflected in the Tenderer proposal. All the requirements shall be taken into account when preparing the Financial Proposal. No alterations, reservations, alternatives, exclusions in any means including assumptions or constraints are acceptable.

6.1. Personnel

No	Title	Description
1	Profiles	All Contractor's staff who take part in the performance of this FWC by means of related Specific Contracts, and the consultants and experts offered for it, shall be assigned to one of the profiles specified in this TOR (either at the tendering or at a later stage) and fulfil the requirements and criteria defined for that profile.
2	Alignment to tasks of SC	For a Specific Contract, Frontex may verify the offered candidate, who is assessed as compliant to the profile, whether the candidate fits to the tasks planned for the SC. In such a case the Request for Specific Contract will define the evaluation criteria.
3	Interviewing candidates	Frontex reserves the right to interview the candidates for the SC before they take up the duties under the FWC. Such interview may take place in form of video conference or physical meeting. Frontex may also test candidates in the field of professional and/or technical competences.
4	Replacement of personnel in SC	<p>a. When a person, proposed by the Contractor in reply to Request for Specific Contract is no longer available before the start of the contract, the Contractor is obliged to inform Frontex immediately.</p> <p>b. In case of replacement in the course of the SC, the Contractor shall give one month's notice to Frontex. The prior agreement of Frontex must be obtained in writing about the principle of the replacement and the replacing staff member.</p> <p>c. In case of replacement, the Contractor will provide Frontex with the CVs of proposed substitutes. The Contractor must propose a replacement with the required qualifications and experience for the profile and they must have at least the same level of qualifications/education and experience as the person proposed in the original offer.</p> <p>d. In case of replacement acceptance by Frontex, the substitute can assume the work at identical financial conditions, if the Contractor ensures the transition of service between the initial consultant and the substitute. The handover period for service transition must be at least 5 working days, free of charge to Frontex. If no handover is possible, and additional training is needed for the replacement person, at least 10 working days (free of charge to Frontex) must be performed by the replacement person.</p>
5	Underperformance	<p>a. At Frontex' demand, the Contractor must replace personnel who prove to be incapable of carrying out the specified tasks to the required standards.</p> <p>b. The replacement person will be given sufficient training during an adequate handover period, so that he/she becomes immediately operational when the original expert is withdrawn. Any such replacement and training, if required, will be carried out by the Contractor at no additional cost to Frontex.</p>
6	Planned and unplanned absence	<p>a. At Frontex' demand, during holidays or other periods of absence of the person involved, the Contractor will be required to provide an adequate replacement.</p> <p>b. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to Frontex.</p> <p>c. All such training and handover work will be carried out at no additional cost to Frontex.</p> <p>d. Any planned absence shall be agreed by Frontex at least two weeks prior the absence.</p>

		<i>e. Frontex shall be informed about any unplanned absence (e.g. sickness) immediately.</i>
7	<i>Registering time in T&M</i>	<p><i>a. Each individual performing services under the T&M Specific Contracts is obliged to register the time of work on every entry and leave of the place of work by registering its exact time in a form presented in Attendance Sheet Form.</i></p> <p><i>b. The Attendance Sheets shall be continuously available to Frontex for verification.</i></p> <p><i>c. The Contractor is required to submit monthly attendance sheets duly completed and signed by the performing person for acceptance by Frontex.</i></p> <p><i>d. All the time shall be dedicated to the tasks contracted.</i></p> <p><i>e. Frontex reserves the right to use Frontex time management system for automatic collection of entry/exit times to replace the attendance sheets.</i></p>
8	<i>Escalation</i>	<p><i>a. Frontex requires that any irregularities, vulnerabilities or risks observed by the personnel performing the contract are immediately reported to Frontex in writing.</i></p> <p><i>b. Frontex requires that, in relation to the activities performed in direct relation to this FWC, the Contractor implements in his own organisation an effective internal escalation mechanism in order to control and manage risks related to the Specific Contract and the underperformance of its personnel.</i></p> <p><i>c. In case of non -acceptance and rejection of the report on tasks in SCs the Contractor shall initiate his internal escalation procedure.</i></p> <p><i>d. Frontex may demand the exchange of the person or terminate the Specific Contract.</i></p>
9	<i>Closure of a Specific Contract</i>	<p><i>a. By the end of each Specific Contract or the engagement of a specific person in the Specific Contract the Contractor is required to: submit all pending reports, return all tools and documents, handover all on-going tasks to Frontex staff, archive and hand over to Frontex all information, credentials and documents that are not in possession of Frontex staff and might be needed for the continuation of the tasks performed by the Contractor.</i></p> <p><i>b. Frontex may task the Contractor, within the scope and duration of the Specific Contract, to hand over his duties and transfer all knowledge acquired in performing the task to Frontex personnel or another third party contractor, irrespective of if the handover tasks was explicitly indicated in the Request for Specific Contract or not.</i></p>

6.2. Indicative list of profiles for the FWC

Appendix 1 to Annex II presents the indicative, ‘core’ list of consultants whose services may be contracted directly after the signature of the Framework Contract. The descriptions of the profiles present the intended flexibility in ordering and delivering various profiles. Based on particular needs and on ad hoc basis the same profile may be:

- adapted so that some requirements are waived and some other competences underlined
- ordered under different types of contracts (TM or FP).

In addition, one SC may cover more than one profile or expert.

These indicative profiles are presented for reference purpose and may be slightly adapted by Frontex under particular RfSs during the Contractual period. The Tenderers shall be in position to provide Frontex with the described personnel. Additional profiles and expertise not defined at the tendering stage may be contracted during the implementation of the FWC. All such requests for services referring to the newly introduced expert profiles shall be subject to the reopening of competition. It is therefore important that the Contractors established efficient sourcing channels and methods, including but not limited to subcontracting and cooperation with relevant partners from both private and public sector.

Where applicable Frontex will contract services for long periods in order to save administrative effort.

6.3. Framework contract management

The Contractor will nominate a FWC Contract Officer who shall act as a single contact point vis á vis Frontex for the FWC matters for the duration of the FWC. That individual must be available for Frontex requests. All the contractual correspondence and related coordination will be addressed to that person.

The Officer will be ultimately representing the Contractor and its subcontractors vis á vis Frontex for the supervision of all the Specific Contracts, overall performance of the Contractor, change management and escalation of issues not solved at the level of the individual contracts.

The FWC Officer may also performs the roles of SC Contractor's Manager for Specific Contracts.

The FWC Officer must be reachable during the Normal Working Hours. In case of absence, a back-up person has to be designated by the Contractor, informing in advance Frontex's Framework Contract Manager.

Framework contract management tasks include:

- Monitoring and proactive management of all Specific Contracts
- Supervision of overall performance of the Contractor
- Producing and presenting service reports
- Participate in FWC management meetings with Frontex, either proposed by the Contractor or requested by Frontex
- Managing sub-contractors (when applicable)
- FWC change management and escalation of issues not solved at the level of the SCs
- Management of risks and issues
- Communication with Frontex's Framework Contract Executive

Regular FWC review meetings with individual Contractors may be organized by Frontex once per year (annual period counting starts at signature of FWC). These meetings will be held remotely or shall take place in Frontex's premises. Additional meetings may be organized upon request of Frontex or the Contractor, conducted on-site or using video conference systems.

Frontex will nominate a Framework Contract Manager who will be ultimately point of contact for Contractor for all issues related to execution of the Framework Contract. All the FWC's contractual correspondence and related coordination shall be addressed to the Frontex Project Manager.

6.4. FWC Implementation modalities

The Framework Contract will be implemented using specific contracts. The present call for tenders will lead to an intended number of minimum 3 and a maximum 5 successful contractors. These contractors will be ranked as per evaluation of the offers submitted under this call for tenders.

This cascade of contractors will be used for specific contracts assignment only, in certain below defined circumstances. In the other cases the contractors will be invited to compete in a FWC reopening of competition mode.

- A. Cascade mechanism: time & means assignments for profiles defined for the FWC.

- B. Reopening of competition: fixed price assignments whose value exceeds 60,000 EUR, time & means assignments for newly introduced profiles.
- C. At Frontex discretion either cascade or reopening of competition: fixed price assignments whose value does not exceed 60,000 EUR

While FX will try to define in full the specific assignment for reopening of competition or cascade, including all possible subsequent phases, in case there will be need of a follow up consultancy service on the same subject, not covered by the specific contract resulting from the reopening competition or cascade, for the reason of methodology continuity and overall efficiency, such follow up specific contract will be deemed to be part of the specific assignment and assigned directly to the winner of the reopening completion in subject or the contractor who get the previous assignment via the cascade mechanism. Sum of follow up specific contracts assigned in this direct way shall not exceed 100% of the value of the initial assignment, unless otherwise specified and duly justified by the FX in the initial request for service.

Should FX decide to run the service request through the cascade mode, then the cascade will be run until identification of the available contractor. Should the cascade lead to no contractor being able to serve the request for the budget assigned, FX can rethink and modify the whole service request and eventually re-run the cascade or to opt for the reopening competition mode.

6.5. Ordering Process

The method of contracting services in this FWC is Specific Contract (SC). Whenever a new SC is required, Frontex will release a Request for Services (RfS), containing all the relevant information to respond to the request, as well as the contracting mechanism to be used, cascade mode or reopening of competition mechanism.

In case of reopening of competition, the RfS may provide detailed sub-criteria and sub-scoring for technical evaluation, financial evaluation formula (financial proposal template) and weighting to be used in the final evaluation (60% for technical part and 40% for price). The Specific Proposals shall be evaluated based on the criteria below and the results of this evaluation shall be communicated to the Contractors which have submitted the proposals.

1.1 The proposed methodology for the execution of the project including work method, quality assurance and supervision mechanisms and the way the required tasks will be fulfilled.	max 40 points (not applicable for TM SCs)
1.2 The suitability of the team/consultant for the implementation of the contract - Project Team composition and roles of each expert ¹	max 10 points

If, after the receipt of the Request for Services, clarifications are requested, these clarifications shall be prepared by Frontex without delay and distributed to Contractors accordingly. Such requests for clarifications shall not be admissible on the last five calendar days before the deadline for submitting the specific proposal. Unless the clarifications imply modification of the initial Request for Services, the deadline for submitting proposals shall not be extended.

¹ For TM SCc for newly introduced profiles the suitability of the proposed individual shall be assessed against the profile description and the sub-criteria established in the RfS.

The submission of a specific proposal implies acceptance of Frontex's RfS. Contractors shall submit their specific proposals in reply to the Request for Services within the deadline indicated by Frontex. Each proposal submitted must be compliant with the Request for Services. It shall be valid for the duration indicated in the request but not less than 60 calendar days.

The proposals not meeting the mandatory requirements, incomplete or priced above the rates specified in the FWC shall be rejected.

6.5.1.Cascade Mode on Times & Means

The contractor ranked highest, as a result for this call for tenders, will be contacted first with a request for service.

Time & means orders are in general executed on FX premises (intramuros) but, upon FX request, can also be temporarily executed on contractor's premises (extramuros).

1. FX places via email the Request for Services (RfS) indicating the following:
 - The requested profile(s) of consultant(s).
 - The character of activities or services to be provided, and if needed, task to be performed and any additional requirements supplementing those already described in the definitions of profiles.
 - The volume of work (expressed as a number of man-days).
 - The start date and the duration of the assignment.

Should there be such need, the Contractor shall be provided with clarifications and may also request Frontex to discuss the scope following the dispatch of the RfS and before sending the offer.

2. The contractor must present an offer via email as follows:
 - The contractor must confirm to FX in maximum 3 working days since the request for service has been submitted if they will submit an offer or not. Absence of response or a negative response will activate the cascade.
 - The contractor must propose to FX, in maximum 10 working days since the request for service has been submitted (longer periods are possible for more complex assignments), for each requested profile two best possible candidates between whom FX can choose.
 - The proposed consultants must be available at the start of the assignment and throughout its whole duration.
 - The proposed consultants must meet the profile requirements specified in these tender specifications.
 - The proposed consultants must be available, upon FX's request, for tele/videoconference interviews with 2 working day notice. The objective of the interviews is to assess the competences of the consultant against the requirements of FX's request.
 - FX may contact the previous clients declared in consultant's CV to verify the consultant's abilities.
 - The contractor's financial offer must not exceed the unit prices per profile agreed in the FWC.

3. In case of unavailability of the first contractor, e.g. having failed the deadlines, or having proposed unsuitable consultants, the second-best ranked framework contractor will be approached and so on.

The cascade process will terminate either with the award of the assignment in question to one of the contractors, or with the failure to award the assignment to any contractor. In the event of failure, FX will withdraw the request, or redefine the assignment and start the procedure based on a new request with the highest ranked contractor.

4. Once FX accepts the offer of the contractor the T&M specific contract will be signed.

6.5.2.Reopening of competition mechanism on Fixed Price SCs and for newly introduced profiles

Each time the competition is reopened, the framework contractors shall be invited to submit their proposals for the specific assignment described by Frontex in the Request for Services, including the requirements for those services and products, objectives, deliverables, acceptance criteria, schedule, place of performance and other conditions.

Frontex shall establish and communicate to the framework contractors the deadline for submitting the specific proposals and the relevant award criteria for their evaluation.

The request will provide detailed evaluation criteria, i.e. each Specific Contract shall be awarded on the basis of the most economically advantageous specific proposal by weighting technical quality (e.g. sustainability of the proposed deliverable, method of work, project plan) against total price on 60/40 basis (60% for technical part and 40% for price). The method is described in art. 6.5 above.

Fixed price assignments are mainly executed outside FX's premises (extramuros) but upon FX request could also be partially executed at the Agency premises (intramuros). This modality of FWC implementation is expected to be used for major consultancy services projects.

1. FX sends via email to all framework contractors a request for offer indicating the following:
 - Objective of the project.
 - Deliverables and their timing.
 - Description of the expected quality of the deliverable(s), where possible indicating KPI / quality indicators.
 - The expected starting date.
 - Milestones and overall maximum duration in days for the assignment.
 - Possibly: minimum profile levels requested, and minimum workload involvement for each profile.
 - Other minimum requirements, e.g. for the methodology to be used.
 - Foreseen interdependences
 - Major risks or issues
 - Award criteria to be used to select the winner of reopening competition: the quality award criteria stipulated in the RfS and the price, in relation 60/40 basis (60% for technical part and 40% for price).
2. The contractor presents an offer via email according to this process:

- The contractor is kindly requested to inform FX in 5 working days since the request for service has been submitted if they consider competing in the ongoing reopening competition. This is purely for informative purposes, the deadline for presenting the offer remains the same in any case for all invited contractors.
 - The contractor shall present in 10 working days since the request for service has been submitted (longer periods are possible for more complex assignments) an offer meeting the above requirements (point 1 above).
 - The contractor's offer must include a work organisation plan, proposed team (proposed profiles and the names), task distribution among the team, deliverables, constraints, activities, work packages etc.
 - In its offer the contractor should indicate if any subcontracting is foreseen.
 - The contractor's financial offer must be based on the unit prices per profile agreed in the FWC or on lower prices.
3. FX will evaluate the received offers and rank them based on the award criteria.
 4. FX will sign a fixed price specific contract with the winner of the reopened competition.

6.5.3. Signature of Specific Contract

The awarded Contractor must sign the Specific Contract within 5 working days of its receipt. Once the SC is signed by both parties the work shall start immediately unless the SC specifies a later date of commencement. The implementation of the Specific Contract shall progress in coordination with Frontex without unjustified periods of inactivity.

In case of Time and Means assignments, when a Consultant becomes no longer available after the submission of a proposal and before the start of a new specific contract, the Contractor is obliged to inform Frontex immediately. If the specific contract is not yet signed by both parties, the Contractor is not authorised to propose new candidates. In that case Frontex may decide to activate the cascade mechanism or sign the specific contract with the Contractor which proposed a Consultant ranked on the next position (e.g. the second) in the ranking list resulting from this particular procedure of reopening of competition.

6.5.4. Acceptance

The official acceptance of the work carried out, or of the services delivered, will take place at pre-defined milestones during the implementation and at the completion of each Specific Contract. It shall be conducted against the quality or acceptance criteria set in the related specifications, Request for Services or in the related Product Description.

6.5.5. Obligation to perform

The conclusion of the FWC does not impose on the Contractor the obligation to submit a proposal in reply to each Request for Services; however, Frontex reserves the right to terminate the FWC with a specific Contractor in the following cases:

- The Contractor does not submit the proposal for the Request for Services for the third time.

- The submitted proposal for the Request for Services is evaluated to be below the minimum required levels for the fifth time.

6.5.6. Reporting and quality monitoring

Throughout the duration of the FWC, Frontex shall conduct ongoing assessment of Contractor's performance to determine whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the FWC. To allow Frontex to regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications and the TOR, the Contractor shall set up the appropriate monitoring, assessment and supervisory procedures. For these purposes, the Contractor shall propose all necessary details for the monitoring and reporting procedures, in particular the following:

- schedule of interim and final reports
- terms for approval, structure and content of each document
- other consideration if addressed in best practices for monitoring this type of FWC

Frontex will monitor the quality of the service provided by the Contractor. The elements that will be monitored include:

- responsiveness to the released Requests for Specific Contracts
- effectiveness of providing consultants and experts with the appropriate skills as requested
- the adherence to the profile requirements
- speed and agility of responding to tasks
- compliance of the proposals in response to Requests for Services
- adherence to deadlines
- quality of the programme/project management
- quality of the deliverables.

6.5.7. Underperformance

In case the Contractor:

- is not respecting its contractual obligations
- is not submitting compliant proposals against the Request for Services
- performs below the agreed levels
- his performance is frequently sub-standard
- his quotations for FP Specific Contracts repeatedly exceed market offers

it will be recognized as a breach of the Contractor's obligations under the FWC, in which case Frontex may consequently terminate the FWC in line with the provisions of the Contract.

6.5.8. Escalation

The Contractor shall continuously monitor the progress of work and the risks of underperformance. In case of registering an underperformance or assessing a risk of underperformance behind acceptable tolerances established in the project plan, the Contractor must report it to Frontex according to standard reporting procedures agreed for the Specific Contract. If the standard reporting procedure

does not correspond to the urgency of the issue, or in the Contractor's perception the report does not reflect proportionally the reported underperformance or risk, the Contractor shall escalate it by Means of Registered Communication to Frontex.

In case of detecting a serious underperformance or a risk of underperformance of the Contractor, Frontex may escalate this observation to the Contractor by Means of Registered Communication and this requires that the Contractor's FWC Officer will be available for Frontex to report on the issue and propose countermeasures at short notice.

7. Appendices

7.1. Staff Profile

Annex II Appendix 1 *Staff profiles*

7.2. Templates

Annex II Appendix 2 *Templates*

7.3. Security Aspects Letter (SAL)

Annex II Appendix 3 *Security Aspects Letter (SAL) for RESTREINT UE/EU RESTRICTED Contracts*