

**Annex II to the Invitation to Tender**

**Frontex/OP/810/2018/RS**

# **Terms of Reference**

**Framework Contract for provision of Vehicles for Migration  
Management support**

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## 1. Acronyms and Definitions

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Acronym, Term	Definition
BCP	Border Crossing Point
Debriefing	Interviewing of irregular migrants
Frontex	European Border and Coast Guard Agency
FCM	Frontex Contract Manager
FWC	Framework Contract
JO	Joint Operation
MS	A Member State of the European Union
MS of registration	A Member State of the European Union where the Vehicle for Migration Management support is registered
RAP	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
SO	Specific Order
ToR	Terms of Reference
TS	Technical Specifications
VMM	Vehicle for Migration Management support

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## 2. Introduction to Frontex

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The European Border and Coast Guard Agency - Frontex (hereinafter referred to as “Frontex”) was established by the Council Regulation (EC) Regulation (EU) 2016/1624 with a view to improve the integrated management of the external borders of the Member States of the European Union.

In pursuit of this goal, Frontex plans, coordinates, implements and evaluates joint operations conducted using Member States’ staff and equipment at the external borders of European Union.

The Regulation (EU) 1624/2016 laid down in Article 8 that the Agency shall contribute to an efficient, high and uniform level of border control and return including by setting up a technical equipment pool to be deployed in joint operations, rapid border interventions and in the framework of migration management support teams, as well as in return operations and return interventions.

In addition, the Article 39 defines the composition of the technical equipment pool into equipment owned either by the Member States or by the Agency and equipment co-owned by the Member States and by the Agency for its operational activities. In the same time, the Article 38 of the abovementioned EU Regulation provisions, ensures the legal basis for Frontex to develop its own operational capacity by acquiring itself or in co-ownership with a Member State or to lease technical equipment for external border control in accordance with the financial rules applicable to the Agency.

Further information about Frontex origin, organisation, its mandate, fields of activities, strategy and planned activities can be read on the Agency’s web site: [www.frontex.europa.eu](http://www.frontex.europa.eu)

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## 3. Subject

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The purpose of this tender is to acquire Vehicles for Migration Management support (VMM) to be used for activities within Frontex Joint Operations/Pilot projects, such as: identification and registration of irregular migrants, debriefing, documents check and transportation of Frontex and law enforcement officers deployed to the operation area.

The scope of this tender is to conclude a single Framework Contract (hereinafter called "FWC") with a commercial provider for the delivery and maintenance of vehicles, trailers and the related technical components installed by the Contractor. Assets delivered shall be four-wheel-drive, single type multipurpose vehicles, providing sufficient capacity for transportation and seating capacity of minimum 4 persons performing activities described in the purpose. In addition, as described in Section 4 (Description of assignment) each VMM shall be delivered with a single axle trailer used as a storage for equipment.

Furthermore, the vehicles shall be equipped with a set of rugged devices and antennas, designed for vehicles, providing:

- a high-speed data connection to cellular networks supporting LTE/WCDMA/CDMA/GPRS/EDGE with an enhanced reception capability;
- a backup data connection via satellite network supporting at least two-way 2Mbps data rate;
- automatic switchover between the mobile and satellite connections;
- in-vehicle wired network providing at least two 10/100/1000 RJ-45 connections per workplace;
- in-vehicle wireless network supporting 802.11a/b/g/n and WPA2-PSK/WPA2-Enterprise standards;
- network features:
  - VLANs/DHCP server/DNS proxy/safe firewall/NAT/IPsec site-to-site or SSLVPN,
  - remote management via SSH, secure web interface, SNMP,
  - TACACS or RADIUS remote authentication,
  - AT command line interface,
  - SMS commands,
  - event reporting (e.g. SNMP trap/SMS/Email),
- GPS receiver with a local coordinate store;
- mobile radio communication system with a range of minimum 3 kilometres distance (independent from the weather conditions) between the working compartment and the officers performing their duties outside the vehicle;
- two VPN gateway devices compatible with the devices installed in the vehicles shall be included in the offer.

The description of all the assets to be delivered will be described in Section 5 of this document (Minimum technical requirements). The concluded FWC will be implemented by Specific Orders ('SOs'). Detailed procedures and time limits for establishing and implementing a SO are described below.

The Terms of Reference will form an integral part of the Framework Contract that may be awarded as a result of this open tender procedure.

### **3.1. Informative meeting**

An informative meeting for the purpose of answering questions from potential Tenderers, and for providing clarifications, is planned to be organised at Frontex premises, in Warsaw, during the third week after the publication of the Contract Notice. Detailed information of the date and time of the informative meeting will be published on the Agency's website (<https://frontex.europa.eu/about-frontex/procurement/ongoing-open-restricted-tender-procedures/>), as well as in relevant tendering documentation available on e-Tendering website. Representatives of the prospective Tenderers (only one per Tenderer) are requested to inform Frontex (by sending an e-mail to [procurement@frontex.europa.eu](mailto:procurement@frontex.europa.eu)) about their planned participation up to 5 calendar days before the scheduled meeting. The list of questions and answers will be published on the relevant e-Tendering website 6 working days before the deadline for submission of offers at the latest.

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## 4. Description of the assignment

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The FWC seeks to purchase VMMs to be deployed to Frontex operational areas to support the specific activities performed within Frontex Joint Operations/Pilot projects.

The VMM will be used as a mobile office and working space for identification and registration of irregular migrants, debriefing, documents check and transportation of Frontex and law enforcement officers deployed to the operation area.

The VMM will be used in the following operational areas:

- Europe;
- North and West part of Africa such as: Mauritania, Morocco, Algeria, Tunisia, Libya, Egypt.

During the production of the VMM the Contractor shall take into consideration all climate and geographical aspects in terms of temperature, humidity, dust, etc. of the operational areas.

The base vehicle of VMM shall consist of three permanent and one temporary compartments as described under the point 5.1.8 (Sections of the vehicle):

- driving cabin;
- working compartment;
- technical compartment;
- temporary working compartment.

In addition the Contractor shall deliver:

- for each VMM a single axle trailer used as a storage for additional equipment delivered by the Contractor as listed and described under the point 5.1.14 (A single axle trailer).

VMMs shall be fully operational regardless the terrain, weather conditions and at any time of the day/night. In addition, the VMMs could be used to provide additional operating capacity to support the performance of border checks at external land border road BCPs.

### 4.1. Deliverables

VMMs shall be designed in accordance with the requirements and parameters specified in Section 5 - Minimum technical requirements.

### 4.2. Services

#### System Safety Management

System Safety Management aims to define, analyse and evaluate the hazards, which can result in technical risks, operating risks, cause personal injury, damage equipment or have an adverse effect on the environment.

The Contractor shall submit together with the tender documentation a detailed system safety management plan indicating all potential risks, hazards (human and environmental, etc.) and actions taken by the Contractor to prevent any of these potential risks, hazards during the entire operational life of the VMM.

#### Maintenance

The Contractor is required to provide maintenance and related services specified under the point 4.7.6. of this document.

### **4.3. Contract management personnel**

#### **4.3.1. Contractor's personnel**

The Contractor shall be responsible for providing all necessary personnel to ensure the satisfactory performance of its obligations under the FWC and shall supervise and be fully responsible and liable for all the services performed by its personnel and for their compliance with the terms and conditions of the FWC.

During the implementation of the FWC and its SOs the Contractor shall nominate a Contract Manager (CM) for all contractual matters. CM will act as a single contractual contact point. All the correspondence related to the FWC (including the implementation of the SOs) will be addressed to him/her.

#### **4.3.2. Frontex personnel**

For the proper implementation of the FWC and its SOs Frontex will nominate a Frontex Contract Manager (FCM), who will act as a single contact point for all the matters related to the FWC implementation, including the implementation of the SOs.

### **4.4. Indicative implementation plan for the Framework Contracts**

The list below presents the indicative plan of the implementation of the FWC, which is not binding on Frontex and may be adapted (increase or decrease) during the contractual period.

First Specific Order is expected to be issued by Frontex in the Q4 2018. For the total duration of the Framework Contract, Frontex intends to make an indicative number of orders for:

- 1 vehicle in 2018 (prototype);
- 4 vehicles in 2019;
- 2 vehicles in 2020;
- 3 vehicles in 2021;
- 1 vehicle in 2022.

### **4.5. Indicative budget**

The maximum indicative budget of the FWC is 2 (two) million EUR over a maximum total duration of 4 years (2+1+1).

The price of VMM to be evaluated will include the base vehicle and the trailers with all the equipment installed/provided by the Contractor and applicable for all delivered assets (including the prototype with the clause specified under point 4.7.4.).

### **4.6. General requirements**

The following requirements apply to deliverables under this FWC, adherence to these requirements shall be explicitly confirmed by the Tenderer in its offer.

#### **4.6.1. Duration**

The FWC is expected to be concluded for 2 years with a possibility to prolong it maximum two (2) times, each time for an additional period of one (1) year, and under the same conditions.

In case one of the Parties does not wish to extend the FWC it shall inform the other party in writing, no later than three (3) months before the contract expires. Otherwise the contract will be prolonged automatically as mentioned above. The overall duration of the FWC may in no event exceed four (4) years. The FWC provisions shall continue to apply to the SOs after its expiry, but no longer than six (6) months thereafter.

Frontex reserves the right to carry out an exceptional negotiated procedure under Article 134(1) (e) RAP in order to increase the budget ceiling with the Contractor, if such a need occurs.

#### **4.6.2. Place of delivery**

Any delivery under this FWC of the ordered and manufactured VMM, including those in the scope of any SO, shall be delivered by the Contractor to Warsaw, Poland. The exact address of delivery will be provided to the Contractor prior to signing any SO under this FWC.

#### **4.6.3. Use scenario**

The VMM will be used as a mobile office for identification and registration of irregular migrants. This vehicle shall also provide technical and space capacity for documents check and office works by using the equipment installed (fixed and mobile assets) inside. Furthermore it will serve transportation purposes of Frontex and law enforcement staff involved in operations (officers). The VMM will be used at day-and-night time, under any weather conditions throughout the year. The VMM will be used as a stationed vehicle for minimum 8-hour long operations. The VMM shall have the capacity to be used as a mobile office to perform the tasks described above by minimum 3 persons at the same time.

#### **4.6.4. Origin**

The VMM must have all the necessary certificates in accordance with the relevant EU legislation.

### **4.7. Specific Requirements**

Any submitted tenders shall only be eligible for evaluation, in case they fulfil the following Specific Requirements. The Tenderer is required to declare its full compliance with the obligatory requirements in its offer. Offers with partial compliance only will be rejected without further evaluation.

#### **4.7.1. Registration of Vehicle for Migration Management support**

Each VMM will be a Frontex asset. Therefore, each and every VMM will be registered by Frontex in Warsaw, Poland, where Frontex's Headquarters is settled. It is mandatory that supplier provides all requested documentation (certificates) required to register the VMM in accordance with Polish law.

#### **4.7.2. Timeline for the delivery of Vehicle for Migration Management support**

The delivery of the first set of VMMs ordered is to take place as follows:

- delivery of prototype as described under the point 4.7.4. of this document (Delivery of the prototype) within 180 calendar days from the day of signature of the first SO. This SO will contain a detailed timeline together with the dates for the mid- and final acceptance.
- delivery of the other manufactured VMMs within 150 calendar days from the day of signature of the SO. In case the number of ordered VMMs is more than 5 under 1 SO the timeline for delivery will be agreed between the Contractor and Frontex.

#### **4.7.3. Drawings of the Vehicle for Migration Management support**

Contractor shall submit drawings (Preliminary Design with pictures, preferably 3D) which indicate how the VMM will be designed, including the location and connectivity of all technical devices/ICT equipment provided by the Contractor and Frontex specified under the point 5.1.11. (Interior specialized technical system - working compartment) These drawings shall be part of the technical proposal of the offer for the FWC submitted to Frontex. The drawings shall fulfil the required technical parameters, which will be taken into consideration during the evaluation.

#### **4.7.4. Delivery of the prototype**

After having approved the preliminary design of the VMM by Frontex the Contractor shall produce the prototype in close cooperation with relevant experts, appointed by Frontex. These experts shall be involved in the mid-term and final acceptance (the acceptance forms/supporting documents, timelines and procedures will be stipulated in the Specific Order).

Frontex reserves the right upon prior notice with minimum 10 calendar days to visit the Contractor's premises to monitor assembling of the prototype/any other VMMs during the production process.

In the event during the implementation of the Framework Contract there is a need of modification of the VMMs comparing with the delivered and accepted prototype Frontex reserves the right to start negotiations with the Contractor regarding the modifications to be implemented, which shall be accepted in writing by both Parties.

#### **4.7.5. Exploitation Acceptance**

Each VMM assembled by the Contractor must meet the health and safety requirements foreseen for such special purpose vehicles in accordance with EU legislation. Furthermore each VMM assembled by the Contractor must have all necessary certification(s) issued by the manufacturer of the base vehicle to prove the acceptance of all modifications done by the Contractor to the vehicle.

Each VMM assembled by the Contractor within this FWC shall be accepted for exploitation after having completed a field test performed by the Contracting Authority to confirm that the operational requirements are met and the technical parameters of the entire system are in compliance with the technical specifications, as well as that there are no defects in the general workmanship that reduce significantly the performance of VMM. For the purpose of the field test Frontex may be accompanied by independent experts contracted by Frontex.

The operational tests shall be performed before the transportation of the VMM to Warsaw, Poland.

The place and time for performance of the field tests, as well as the duration of the tests shall be proposed by the Contractor and approved by Frontex.

#### **4.7.6. Maintenance**

The scope and frequency of maintenance services and repairs shall be determined in the operational and maintenance documentation as specified under section 4.7.7 (Documentation).

##### **4.7.6.1. Maintenance of the base vehicle and the trailer**

During the required warranty period (minimum 36 months) of the base vehicle and the trailer Frontex will be responsible for ensuring the periodic maintenance and breakdown repair services. The Contractor shall provide a full list of authorised service points in Europe and Frontex will ensure that the vehicle will be maintained only by these services throughout the warranty period following the instructions received upon delivery. The maintenance and service work shall occur as prescribed by the vehicle manufacturer's service book.

The cost of the regular maintenance will be covered by Frontex.

##### **4.7.6.2. Maintenance of the equipment delivered by the Contractor**

During the minimum 36 months warranty period the Contractor shall once a year (in case the products require more frequent periodical maintenance the Contractor shall undertake any additional necessary actions) perform regular periodical checks of the functionality of all VMMs' equipment delivered and/or

installed by the Contractor and of the systems as a whole, and to implement the necessary preventive measures to ensure for such maintenance the proper functioning of the systems, for example communication system, etc. The specific schedule checks shall be agreed between Frontex and the Contractor upon signature of each SO.

In the event of a failure of any equipment installed by the Contractor, during the warranty period, the Contractor is obliged within a maximum of 7 calendar days after being notified thereof, to inform Frontex about the maintenance plan. In the event that the failure leads to the conclusion that the maintenance/repairs shall be conducted at the service-base of the Contractor, it shall arrange the transportation from the place of deployment to its service base and back to the place of deployment (and bear the costs thereof). Any equipment failure shall either be repaired, or any malfunctioning parts shall be replaced within a maximum of 45 calendar days after notification of the Contractor (and bear the costs thereof).

#### **4.7.7. Documentation**

The Contractor shall deliver appropriate operating/maintenance manuals (including video tutorials) containing at least the following information:

- functional description and detailed technical parameters of all the equipment installed on board;
- description of installation (including electricity and networking) and activation procedures;
- description of assembly and disassembly;
- operational and maintenance manuals;
- procedures for elimination of any failure encountered while using any of the installed equipment.

Maintenance documentation shall include:

- mechanical drawings;
- part lists for all circuits;
- highway diagrams and wire lists (connections) for the interconnection of modules, boards and subassemblies;
- the part numbers shall include the generic Original Equipment Manufacturers (OEM) numbers besides any others.

The documentation shall be delivered in English, one set per each VMM, in a book and electronic version, plus 2 additional paper copies for Frontex for each VMM. The content and scope of the documentation shall be agreed and approved by Frontex before the documentation is delivered.

#### **4.7.8. Warranty**

During the warranty period (minimum 36 months), Frontex will require the standard warranty policy of the company providing the base of the vehicle (manufacturer).

During the warranty period, the Contractor shall ensure there is a permanent single point of contact to be addressed in case of technical questions. The representatives shall, free of charge, provide the user with information, consultation and remote technical support within 24 hours. All of the above communication shall be in English.

6 months before the expiration of the warranty period the Contractor shall propose to Frontex an extension of warranty including extension of the warranty for all the equipment delivered by the Contractor. At the same time the Contractor shall organise a complete check of the functionalities of all delivered VMM, including all technical equipment provided and installed by the Contractor. The purpose of this check is to ensure that VMMs shall remain operational even after the expiry of the warranty period and will not collapse or show any major technical defects immediately after its expiry.



The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that all supplies shall suffer no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the technical specifications.

The Contractor shall be responsible for repairing/fixing/changing any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period besides the effects of improper use of equipment by a user or caused by force majeure, and which:

- results from the use of defective materials, faulty workmanship or design of the Contractor; and/or
- results from any act or omission of the Contractor during the warranty period; and/or
- appears in the course of an inspection made by, or on behalf of Frontex.

The transportation of the vehicle/trailer or any equipment installed by the Contractor to the place of repair and back to the operational area shall be organized and borne by the Contractor.

The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was approved by the Frontex Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.

In case such repair works cannot be covered by warranty and/or insurance (e.g. breakdown is due to a gross negligence from Frontex side), the costs will be covered by Frontex separately together with the arrangement of the transportation.

#### **4.7.8.1. Warranty of the base vehicle and the trailer**

The Contractor shall guarantee:

- a minimum factory warranty of 36 months or 100 000 km for the vehicles and trailers which shall be counted from the date of their registration. A longer warranty period may be offered but without any extra cost for Frontex;
- that the vehicles and trailers are new, unused (maximum 200 km on the odometer), in any case not produced earlier than 12 months before the Specific Order is signed;
- that none of the vehicles and trailers have any defect arising from design, materials or workmanship;
- that the vehicles and trailers have all necessary certifications issued by the manufacturer as mentioned under the point 4.7.5. (Exploitation Acceptance).

#### **4.7.8.2. Warranty of equipment delivered by the Contractor (fixed and mobile assets)**

A minimum period of 36 months warranty shall be provided for all equipment provided and installed by the Contractor. Any elimination of equipment failure (through repair or replacement in the VMM base) during the warranty period shall be completed by the Contractor within 45 calendar days and accepted by Frontex representative(s).

During the warranty period, all equipment failures, besides the effects of improper use of equipment by a user or caused by force majeure, shall be eliminated by the Contractor at its own expense.

During the warranty period, the period of equipment failure elimination will start counting from the day following written notification to the Contractor (via regular post or email) and ends on the day

when an equipment failure is eliminated by repair or replacement. The warranty period for VMM equipment shall be prolonged by the time of equipment failure elimination.

The Contractor shall present a repair report after each repair. The report shall provide: date of failure notification, nature and description of a failure, description of performed service/repair activities (list of replaced parts), description of verification procedures and their results, date of repair or replacement.

All correspondence referring to operation, maintenance and repairs shall be in English.

The Contractor shall pay a stipulated penalty for each day exceeding the 45 calendar repair time. The penalty will be 0,01% of the SO unit value of the VMM made inoperable by equipment failure.

#### **4.7.9. Liabilities and Insurance**

All liabilities and insurance costs including transportation of the VMMs and trailers will be borne by the Contractor until their delivery to Frontex Headquarters, Warsaw.

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## **5. Minimum technical requirements**

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All services rendered for purchase of VMM for Frontex operational activities, as specified under the point 3.1 (Purpose), shall meet the minimum technical requirements set out within the present ToRs.

### **5.1. Vehicle**

#### **5.1.1. Type and specifications**

- minibus/van;
- 4 wheel drive system vehicles;
- left hand drive model;
- 2 doors in the front (driving cabin);
- sliding side door on the side (working compartment part);
- minimum 1 rear door (technical compartment part);
- seating capacity of minimum 2 people in the working compartment;
- seating capacity of minimum 2 people (including a driver) in the driving cabin (front part);
- minimum 3 working stations with requirements stipulated under the point 5.1.10 (Interior comfort specifications - working compartment);
- transportation capacity of minimum 4 people;
- year of manufacture of the base vehicle maximum 12 months from the moment of signing the SO;
- usage on public roads by a driver possessing a regular driving licence cat. B;
- minimum 1 manual or automatic awning roof fixed on the side of the vehicle above the sliding door.

#### **5.1.2. Size or dimensions of the VMM**

- maximum 3.5 tons, mass of vehicle as set out, with a crew of 4 persons, do not exceed 90% of the total maximum authorised mass maximum;
- external width (excluding side mirrors) min 1880 mm;
- external length minimum 5900 mm;
- internal height at the sliding door minimum 1750 mm;

Dimensions of the VMM will be taken into consideration during the evaluation against the award criteria.

#### **5.1.3. Colour**

Colour of the vehicle/s will be defined by Frontex, based on the Manufacturer's colour palette, and communicated to the Contractor when signing a SO and shall not influence the cost.

#### **5.1.4. Engine and transmission**

- engine meets environmental, safety and production requirements in accordance with the relevant applicable rules of the European Union in force on the date of signature of a SO;
- category of emissions of exhaust - minimum Euro 5<sup>1</sup>;
- engine:
  - Displacement (cc): minimum 1900;
  - Power(kW): minimum 100 kW
- manual or automatic gearbox (minimum 5 gear + reverse).

#### **5.1.5. Wheels and tyres**

- dimensions - minimum R16;
- spare wheel with full size tyre identical to other wheel;
- number of tires for the minibus/van: 4 summer season tyres + 4 winter season tyres + 1 spare tyre per each set (all with rims included);
- number of tires for the trailer: 2 all season tyres + 1 spare tyre.

#### **5.1.6. Off-road performance**

The proposed vehicles shall have electronical/manual change between 2 and 4 drive mode.

#### **5.1.7. Safety and security**

- electronic Stability Program ('ESP') or equivalent;
- front and rear disc brakes;
- airbag system at least for a driver and front passenger(s);
- all seats used for transportation must be fitted with 3 point adjustable safety seatbelts and height adjustable headrests;
- the padding of the seat cushion and will be graded and resistant to wear and washing;
- seat-belt reminders (SBS) or similar;
- exterior mirrors (side mirrors): power adjustable and heated;
- front and rear fog lamps;
- anti-theft system (alarm system and/or key immobilizer);
- central locking and remote control system.

The following 7 additional requirements listed below are not compulsory but if offered may result in obtaining additional number of points during the technical evaluation.

- tire pressure monitoring system or similar;
- power retractable exterior mirrors;
- automatic headlamp adjustment;
- front and rear parking sensors (sensor system shall give the distance information with audible alarms as minimum);
- headlamp washers;
- rain sensors;
- tempomat/cruise control.

#### **5.1.8. Sections of the vehicle**

The vehicle shall have three permanent parts. The first part is a driving cabin, second part is a working compartment and the third one is a technical compartment. The working and the technical

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<sup>1</sup> Regulation (EC) No 715/2007 of the European Parliament and of the Council of 20 June 2007 on type approval of motor vehicles with respect to emissions from light passenger and commercial vehicles (Euro 5 and Euro 6) and on access to vehicle repair and maintenance information.

compartment shall be separated from each other by a wall, which will guarantee comfortable working conditions in the working compartment. In case the Contractor puts a wall between the driving cabin and the working compartment, it shall be equipped with a sliding window, having size between minimum 150 mm x 300 mm. The vehicle shall be fitted with an air-conditioning system allowing for the adjustment and the continuation of the constant temperature in driving cabin and in the working compartment. In case the 2 compartments are separated by a wall, both sections shall be equipped with separate air-conditioning systems.

The temperature of the compartments will be adjustable, continuously or in steps, step 1 °C objective or less between + 18 °C and + 26 °C, regardless the external temperature.

The forth section of the vehicle is the temporary working compartment which has the following parts:

- opened awning roof in the length of the permanent working compartment;
- 2 side walls with minimum width of 1500 mm which are waterproof and wind resistant, have at least 1 plastic window on each which let the light inside. The walls have to be fixed to the side of the vehicle, to the opened awning roof and to the front side wall;
- 1 front wall which is waterproof and wind resistant, has 1 plastic door and fixed together with the opened awning roof and the 2 side walls;

#### **5.1.9. Interior comfort specifications - driving cabin (vehicle's section 1)**

- power assisted steering wheel, adjustable in terms of height and depth;
- minimum driver ergonomic seat adjustable in terms of height and depth;
- all seats in the driving compartment have to have an integrated heating system;
- minimum overhead front reading lights;
- integrated car navigation system, including the whole road map of Europe;
- audio system (minimum radio) including music speakers plus antenna;
- electric powered windows;
- durable upholstery on seats;
- rubber floor mat set for front seats;
- on-board computer.

Additional interior equipment providing further comfort offered for users may result in obtaining additional number of points during the technical evaluation.

#### **5.1.10. Interior comfort specifications - working compartment (vehicle's section 2)**

Workstations shall be designed to enable long term work (8 hrs/day) without fatigue or discomfort. All installed equipment will form an integrated system of the ergonomic working environment, which will facilitate the work of users. The equipment shall be easily accessible and in case of any failure it shall be a possibility to disassemble it. All the elements installed will be fitted in a way that they are protected against damage while driving on rough terrain. A design of the working station shall allow comfortable movement of each single person when all working stations are occupied, i.e. there shall be enough space between

the persons and a person and any item inside the vehicle.

The materials used for the construction of the system will be non-flammable and will not generate any toxic substances.

The working compartment will be equipped with:

- Frontex provided IT devices such as docking stations, laptops, keyboards and mice plus a multifunctional printer/copier/scanner;
- Frontex provided specialized devices such as fingerprint devices and document examination devices;
- and Contractor provided IT devices such as one screen, network devices etc.

The number and specifications of all devices are specified under the point 5.1.11 (Interior specialized technical system - working compartment).

Basic requirement:

- minimum 1 sun protective tinted sliding window on both sides of the vehicle (even on the sliding door) with a minimum size 400 mm x 500 mm (door side), and on the opposite side with a minimum size 600 mm x 600 mm. The window on the opposite side of the sliding door shall ensure the possibility to use it as a counter to provide activities as specified in Section 3 (Purpose and Scope);
- all side windows shall be provided with retractable fabric curtains;
- 1 sun protective tinted sliding window on the roof with a minimum, size 500 mm x 600 mm;
- each window (sides and roof) shall allow entry of light, but in addition the windows of the working compartment shall be covered by a retroreflective material to prevent visibility from outside due to data protection (computer screens must not be readable from outside);
- each sliding window (sides and roof) shall be equipped with a locker from inside;
- the vehicle shall be fitted with a fixed air-heating system providing optimal temperature for the driving cabin and for the working compartment (no engine pre-heating is needed);
- the floor of the compartment has to be covered with durable material of rubber (similar) dark mate which can be cleaned with normal, usual chemicals;
- a ventilation system in place guaranteeing continuous work of the crew with the doors closed;
- the ventilation system shall operate in 2 directions (suck and blow);
- the maximum noise level inside the working compartment during operation of all the equipment must not exceed 60 dB;
- each work station will be equipped with a sufficient number of outlets (220-240V/50 Hz). In total the number of sockets will be equal to that of the equipment to be supplied, plus 3. Outlets shall be arranged in an ergonomic way and they will prevent foreign objects or liquids get inside. The detailed description and requirements regarding the working stations will indicated under point 5.1.11. (Interior specialized technical system - working compartment);
- the lighting of the working compartment shall follow the EN 12464-1 standards and the general lighting is provided with LED lighting;
- workstations will be fitted with ergonomic chairs with arm-rests and head restraint. The chairs will ensure:
  - adjustable height;
  - adjustment of the rake angle of the back pan;
  - rotation axis 360 degrees in central support (fixed position every 90 degree);
  - operators shall be enabled to regulate seats while staying on them;
- each working station shall be equipped with a minimum 1 fixed LED lamp with at least 2 different level of light;
- working compartment will be equipped with durable rounded furniture (tables, shelves and sliding drawers with a lock) in the floor and on the side walls. A detailed drawing will be adopted together with Frontex after the signature of the FWC;
- firmly installed furniture shall be placed in a way to ensure minimum 3 working stations as described above;
- each equipment installed in the working compartment has to be firmly attached to the floor and/or wall to avoid any movement, damage, accident, vibration when driving;
- each table shall be able to carry a load of min 50 kg;
- smoke detector;
- refrigerator with minimum size of 500 mm x 600 mm x 300 mm;
- all labels shall be in English and Polish if required by a national legislation of a country of registration/Poland;
- humidity Range Maximum 10% - 90% relative humidity, non-condensing;
- all devices installed in the compartment shall properly operate in case the temperature is between 0°C and 50°C.

**5.1.11. Interior specialised technical system - working compartment**

The Contractor shall provide the following equipment:

- A set of rugged devices and antennas, designed for vehicles, providing:
  - a high-speed data connection to cellular networks supporting LTE/WCDMA/CDMA/GPRS/EDGE with an enhanced reception capability;
  - a backup data connection via satellite network supporting at least two-way 2Mbps data rate;
  - automatic switchover between the mobile and satellite connections;
  - in-vehicle wired network providing at least two 10/100/1000 RJ-45 connections per workplace;
  - in-vehicle wireless network supporting 802.11a/b/g/n and WPA2-PSK/WPA2-Enterprise standards;
  - network features:
    - VLANs/DHCP server/DNS proxy/stateful firewall/NAT/IPsec site-to-site or SSLVPN,
    - remote management via SSH, secure web interface, SNMP,
    - TACACS or RADIUS remote authentication,
    - AT command line interface,
    - SMS commands,
    - Event reporting (e.g. SNMP trap/SMS/Email),
  - GPS receiver with a local coordinate store;
- two VPN gateway devices compatible with the devices installed in the vehicles shall be included in the offer.
- 1 fully operational computer screen which shall be compatible and easily connected to standard Frontex laptops. For the reference of screen which is compatible with Frontex standard laptops please see Appendix 6;
- handheld heavy duty searchlight supplied with a 12 volt (cigarette lighter) socket with minimum 5 meter long cable;
- mobile radio station with minimum 3 radios for communication purposes between the officers in the working compartment and ones performing their duties outside the vehicle (the minimum range is 3 kilometres);
- minimum 3 rechargeable ruggedized flashlights each with chargers integrated into wall-mounted fixtures;
- satellite system with a Global Mobile Satellite Connectivity with minimum bandwidth of 130 kbps (upload speed). The satellite system has to cover at minimum the operational areas stipulated under Section 4. (Description of services and deliverables). The evidence of images of satellite coverage has to be submitted together with the offer;
- The system shall be fixed to the vehicle, the access for the service provision will be contracted by Frontex via separate contract with a Mobile Satellite Access provider;
- shredder with a bin for normal office use.

**Frontex will provide the following equipment:**

- minimum 3 Frontex laptops. The technical specification of the standard Frontex laptop (status for March 2018, may change in time):
  - Standard Frontex laptop model: Fujitsu Lifebook E546 non vPro (14.0') or Fujitsu Lifebook E736 non vPro.
  - The technical specification of the standard Frontex laptops in the attached Appendix 1 and Appendix 2.
- minimum 3 Frontex laptop sets consisting of the docking station, keyboard and mouse. The technical specification of the set elements (status for March 2018, may change in time):
  - Keyboard: HP USB Standard Keyboard USB Black, Silver  
Keyboard dimensions (WxDxH): 163 x 458 x 25 mm  
Weight and cable length: 900g, 1.8 m  
Power source type: USB

Expanded configurability by allowing the keyboard to sit upon the desk at either zero-degree (flat), 6-degree or 12-degree slope through the use of the keyboards tilt legs

- Mouse: Logitech B110 Optical USB mouse  
Cable length: 1.8 m  
Power source type: USB
- Docking station: Fujitsu Siemens port replicator compatible with E5, E7 series. Technical details in the attached Appendix 3.
- 1 Frontex multifunctional device printer/copier/scanner. The technical specification of the standard Frontex multifunctional device (status for March 2018, may change in time):
  - Multifunctional device printer/copier/scanner: HP Color LaserJet Pro MFP M477 Series (CF378A). Technical details in the attached Appendix 4.
- 1 spare set of the printing supplies to be put into the cabinet. The technical specification of the standard Frontex printing supplies (status for March 2018, may change in time):
  - CF410X HP 410X High Yield Black Original LaserJet Toner Cartridge 6,500 pages
  - CF411X HP 410X High Yield Cyan Original LaserJet Toner Cartridge 5,000 pages
  - CF412X HP 410X High Yield Yellow Original LaserJet Toner Cartridge 5,000 pages
  - CF413X HP 410X High Yield Magenta Original LaserJet Toner Cartridge 5,000 pagesTechnical details in the attached Appendix 5.
- 1 fingerprint device with minimum dimensions 400 mm x 300 mm x 300 mm;
- 2 document examination devices (portable hand-held/on-body document inspection system) with  
a minimum size 300 mm x 250 mm x 250 mm and a minimum size 600 mm x 500 mm x 500 mm;

All the devices provided by Frontex are powered by electricity; therefore separate power sockets for each device must be ensured by the Contractor (220-240V/50 Hz).

The Contractor shall guarantee the proper and fixed cabling for all above-mentioned equipment. The cabling shall not disturb the comfortable work of the officers. The cabling shall ensure at least the following:

- each laptop connected to one docking station, one keyboard, one mouse;
- all laptops connected to Internet;
- all laptops connected to the multifunctional printer/scanner/copier.

#### **5.1.12. Interior specifications - technical compartment (vehicle's section 3)**

- the technical compartment shall fulfil all the safety requirements of such type of compartment (fire-resistant walls). The Contractor has to reflect on this requirement in the offer;
- independent power source (power generator and batteries) which provides electronic energy for the sufficient work of the working compartment for at least 8 hours;
- the power generator shall be used the same type of fuel as the base vehicle and shall be turn on/off by pressing a button;
- The fuel tanks for the generator and the vehicle itself shall be separated but shall be positioned to allow comfortable and easy refuelling;
- The power generator shall operate in a mode not disturbing the work performed in the working compartment;
- The compartment shall be equipped with a fixed tank with a tap (minimum 5 litre water capacity) to wash hand and shall be equipped with liquid soap and paper towel proportioner.

#### **5.1.13. Mandatory additional equipment**

- engine and gearbox protection shield/s;
- tow rope and front/rear shackles to connect the tow rope;
- car-jack;
- standard tools set;
- vehicle First-aid kit;
- warning triangle/s;
- spare set of bulbs for the vehicle and equipment provided by the Contractor (1 set per VMM);
- highly visible safety vest (minimum 4);
- fire extinguisher matched with the vehicle category;
- snow chains: for four wheels as per VMM, which can be fitted without removal of the wheels;
- rear tow bar for trailer installed and connected to an electrical installation (the requested towing capacity is minimum 750 Kg with brakes);
- Front mud flaps;
- Spare set of four winter/summer tyres - depending on which tyres are already on the vehicle;
- Any additional item required by place of registration.

#### **5.1.14. A single axle trailer**

##### **5.1.14.1. Technical specification**

The size of the trailer shall allow to accommodate the equipment listed below in section 5.1.14.2 and usage on public roads by a driver possessing a regular driving licence cat. B.

Minimum requirements:

- minimum 1 lockable door;
- removable upper part;
- hard top.

The trailer shall meet all the necessary requirement for transportation/use on public roads and must have all relevant certificates in accordance to EU legislation (i.e.: lamps, etc.), and should be possible to use with the supplied vehicle under point 5.1.1.

##### **5.1.14.2 Equipment of the trailer provided by the Contractor**

- 2 foldable tables, with minimum size 800 mm x 600 mm;
- 4 foldable chairs with armrest and back-rest;
- 4 reflectors (minimum 100 Watts) together with telescopic stands, minimum 1800 mm high;
- walls of the forth temporary compartment (described under point 5.1.8 - Sections of the vehicle - Technical compartment) with the necessary stands and joints;
- a space for a box with a size of minimum 500 mm x 500 mm x 700 mm;

All listed equipment will be used under poor weather conditions, therefore materials must be waterproof and durable. All the items will be fitted in a way that they are protected against damage while driving, especially on rough terrain.

All listed equipment have to be firmly fixed to avoid any movement, damage, accident, vibration when driving.



#### **5.1.15. Electrical system**

- during the working activities the main power source of all equipment and devices installed is the generator as stipulated under the point 5.1.12 (Interior specifications - technical compartment);
- the VMM shall be equipped with battery(s) separate from the main battery of the base vehicle ensuring minimum 3 hour of proper constant supply of electric power for all equipment and devices excluding air-conditioning system;
- vehicle is to be supplied with a 12 volt (cigarette lighter) socket capable of supporting a handheld heavy duty searchlight;
- vehicle shall be equipped with an external power source (socket 220-240V/50 Hz) used for recharging the batteries of the vehicle and for operating of equipment used in the VMM;

The main electric power source of all installed equipment is the power generator guaranteeing minimum 8 hours of constant work without a need of refuelling. In the event the generator runs out of fuel the electric power source of all installed equipment, except air-conditioning system shall be powered by the installed batteries ensuring minimum 3 hours of constant work without any need of charging.

The end-user has to have the option to choose between the source of energy (power generator or separate batteries). It has to be possible to use batteries as main electric supply of all the all equipment and devices installed before using the power generator.

#### **5.1.16. Other requirements and information to be provided**

- the vehicles must be supplied in running order and equipped to meet all legal requirements to enable them to be driven in Europe;
- the vehicles shall have no stickers or labels on the car body. The Contractor accepts that Frontex may attach removable stickers to the vehicles containing the Frontex logo for the duration of the contract in order to enhance Frontex's visibility during its activities.
- the Tenderer must guarantee that, if during the duration of the FWC the proposed vehicle model would become unavailable, it will be replaced by the model which has at least the same minimum specifications as the original proposed model and that it will be offered at the same conditions;
- the vehicle must be provided with a full set of manuals (in English) and documentation, service logbook, service schedule and maintenance instructions, as well as any guidance on the specificities of handling and driving the vehicle.

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## **6. Prices and payment**

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All prices shall be in Euro.

- Pre-payment:

Upon signature of the Specific Order, the Contractor may issue a pro-forma invoice for an advance payment corresponding to 50% of its overall value. Frontex shall pay the pro-forma invoice within 30 calendar days after its receipt.

- Interim payment:

After delivery of the ordered VMM to Warsaw, accepted by Frontex (based on the test handover protocol which will be annex of each Specific Order) and registration by Frontex and upon reception of the invoice, Frontex will execute the payment corresponding to 40% of the overall value of the SO within 30 calendar days.

- Balance payment:

After the warranty period of the ordered vehicle(s)/trailer(s) is expired, Frontex will execute the final payment corresponding to 10% of the overall value of the SO within 30 calendar days upon reception of the final invoice.