

Frontex/OP/748/2020/SB

Provision of mobile telephony services

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, relating to the Technical Proposal, Financial Proposal and Draft Contract, 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.
Contractor		A party to a 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.
Contracting Authority		Frontex, The European Border and Coast Guard Agency
European Union	EU	European Union
Framework Contract	FWC	The Framework Contract resulting from this tender (Annex III)
Frontex	FX	The European Border and Coast Guard Agency.
Frontex Headquarters	FX HQ	Frontex headquarters located in single or multiple premises in Warsaw (or its proximity), Poland.
European Union Member States	EU MSs	Member States of the European Union
Normal working hours	NWH	09:00 - 17:30, Monday - Friday
Personal Data		Shall have the same meaning as set out in the 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
Specific Order	SO	Specific Order implementing Framework Contract resulting from this tender procedure
Tenderer		Participant in this procurement procedure submitting a tender. Tenderer with whom the framework contract has been signed becomes the Contractor.
Terms of Reference	ToR	This document

1 Subject and General Information

1.1 Subject

The main goal of this procurement procedure is to establish a Framework Contract for the provision of mobile telephony services for Frontex staff members and additional selected personnel. The detailed scope of services are presented in this Terms of Reference. Provision of mobile telephony hardware (mobile phones, tablets, smartphone, modems etc.) are out of the scope of this tender.

1.2 Objectives

The objectives of the Framework Contract resulting from this tender are as follow:

- To provide SIM cards with subscription plans for mobile voice, text and data services at geographically dispersed locations in the EU MSs and in other countries outside the EU.
- To provide solution for mobile services usage control, including the management of data and voice plans, configuration of services on specific sim cards and globally on the whole account, billing system and costs control tools.
- To provide a professional helpdesk that provides troubleshooting to incident notifications and service support operating on 24/7 basis.

1.3 Background information

At the moment of publication of this procedure, the following rules and facts regarding mobile telephony are in place in Frontex:

- All staff members are entitled to have a corporate mobile phone with a sim card. Other devices (laptops, tablets, modems) if allocated to staff members, may require provision of data sim card upon request. As a general rule, corporate mobile phones and other mobile equipment used by Frontex staff members are for business - related purposes. Monthly costs are subject to control and monitoring on the basis of monthly billings from service provider.
- Upon request, other categories of personnel (trainees, contractors, business partners) may also use Frontex voice and/or data sim cards. As of August 2020 approximately 8% of all active sim cards are used by these categories of personnel.
- Frontex has collective data packages for all users. It's a shared pool of gigabytes used by all Frontex staff members simultaneously. At the same time, in the billing system internet usage is reported individually per sim card.

Frontex mobile telephony in numbers as of August 2020:

Around 90% of all sim cards are used in Apple devices (smartphones and tablets). The remaining number of sim cards is used in Android devices, laptops, modems and routers. With approximately 1050 staff members, Frontex has now around 1650 active sim cards, out of which 70 % are voice cards, 30% are data cards. In 2019 around 150 mobile numbers were transferred to new sim cards (due to technical or operational issues). Currently Frontex does not use eSIM profiles due to the lack of compatibility with

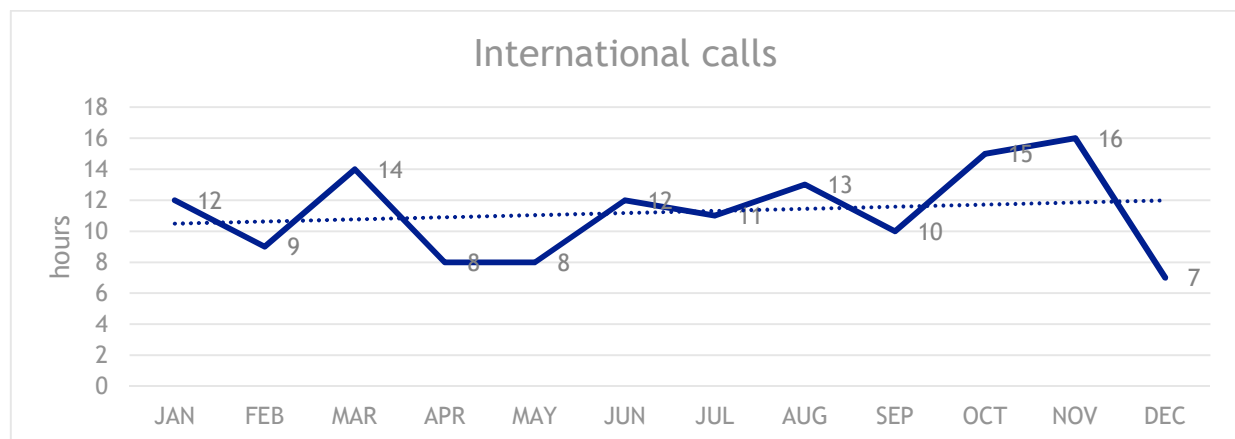
devices currently in use. Frontex foresees the introduction of eSIM profiles within this new FWC, upon Frontex request.

Frontex current mobile telephony services provider is Polish mobile telecommunication operator Plus - Polkomtel. Additionally, Frontex manages several voice and data subscription plans with few local, foreign mobile telephony providers, for example in Greece and Italy. Frontex also acquires a limited number of pre-paid local mobile telephony SIM cards in other EU MSs and in selected non - EU countries.

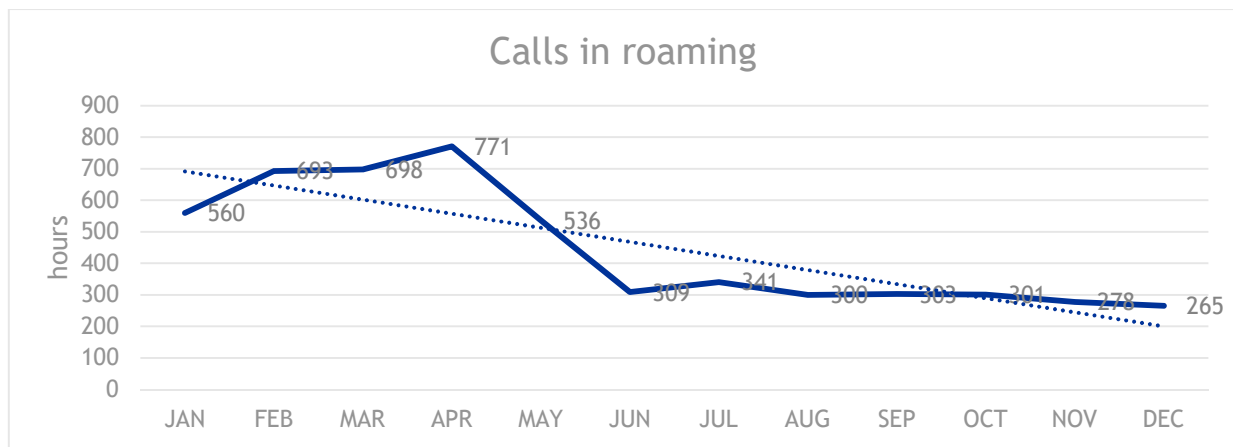
Voice and data statistics in 2019

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
International calls (hours)	12	9	14	8	8	12	11	13	10	15	16	7
All calls in roaming (hours)	560	693	698	771	536	309	341	300	303	301	278	265
Calls in Poland (hours)	1133	965	1137	1066	1164	1110	1089	1000	1134	1227	1107	1055
All calls total (hours)	1705	1667	1849	1845	1708	1431	1441	1313	1447	1543	1401	1327
MMS sent in Poland (units)	360	227	332	309	268	301	355	372	268	352	278	383
MMS sent in roaming (units)	39	71	53	51	48	32	30	32	28	19	32	30
All MMSs (units)	399	298	385	360	316	333	385	404	296	371	310	413
SMS sent in Poland (units)	18569	16737	19012	17740	19749	19295	18765	15659	17365	21631	21385	19602
SMS sent in roaming (units)	2010	2365	2625	2655	1677	436	361	329	473	685	281	427
All smss (units)	20579	19102	21637	20395	21426	19731	19126	15988	17838	22316	21666	20029
DATA transmission in EU excl. PL (GB)	1141	966	805	1222	1207	1202	1885	2258	1639	1562	1695	1896
DATA transmission outside EU (GB)	23	20	34	39	61	77	84	53	58	63	84	52.00
Data transmission in Poland (GB)	4173	3986	4129	3706	4315	4207	4624	4608	4521	4844	4558	3917

International calls: all calls made in Poland from Frontex mobile numbers to non - Frontex mobile numbers outside Poland.



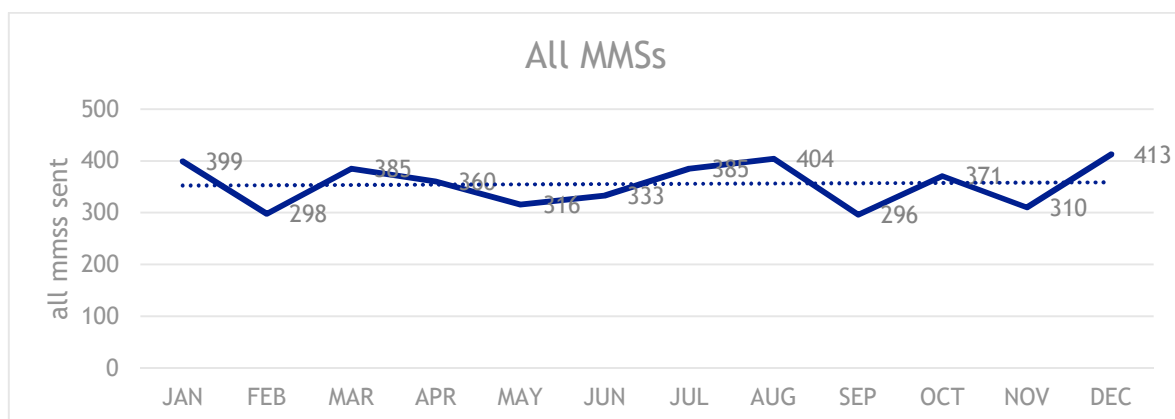
Calls in roaming: all calls executed outside Poland from and to Frontex mobile numbers.



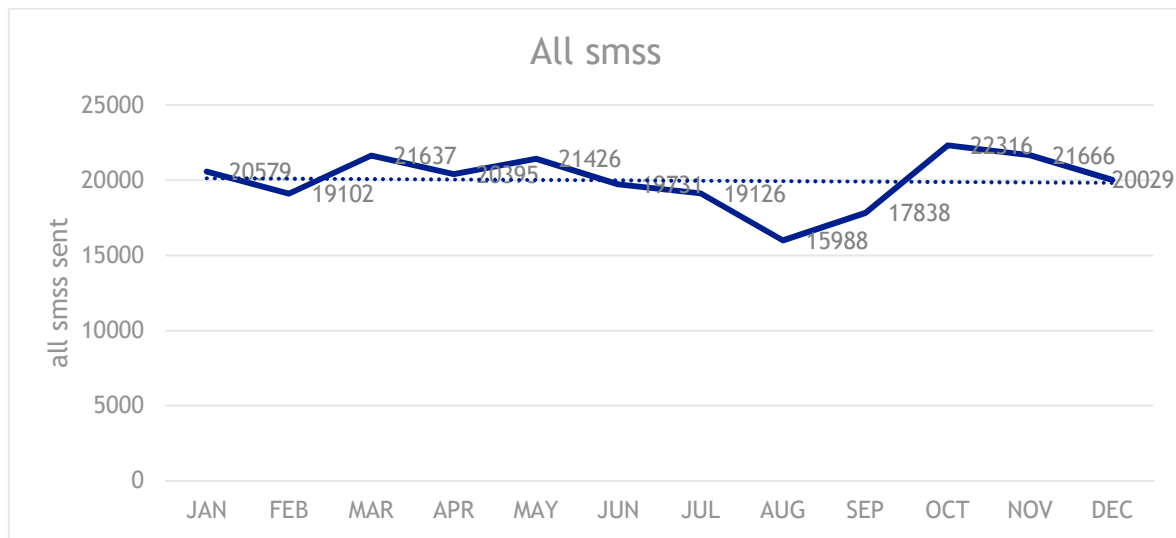
Calls in Poland: all calls executed in Poland from Frontex mobile numbers to other Polish numbers located in Poland.



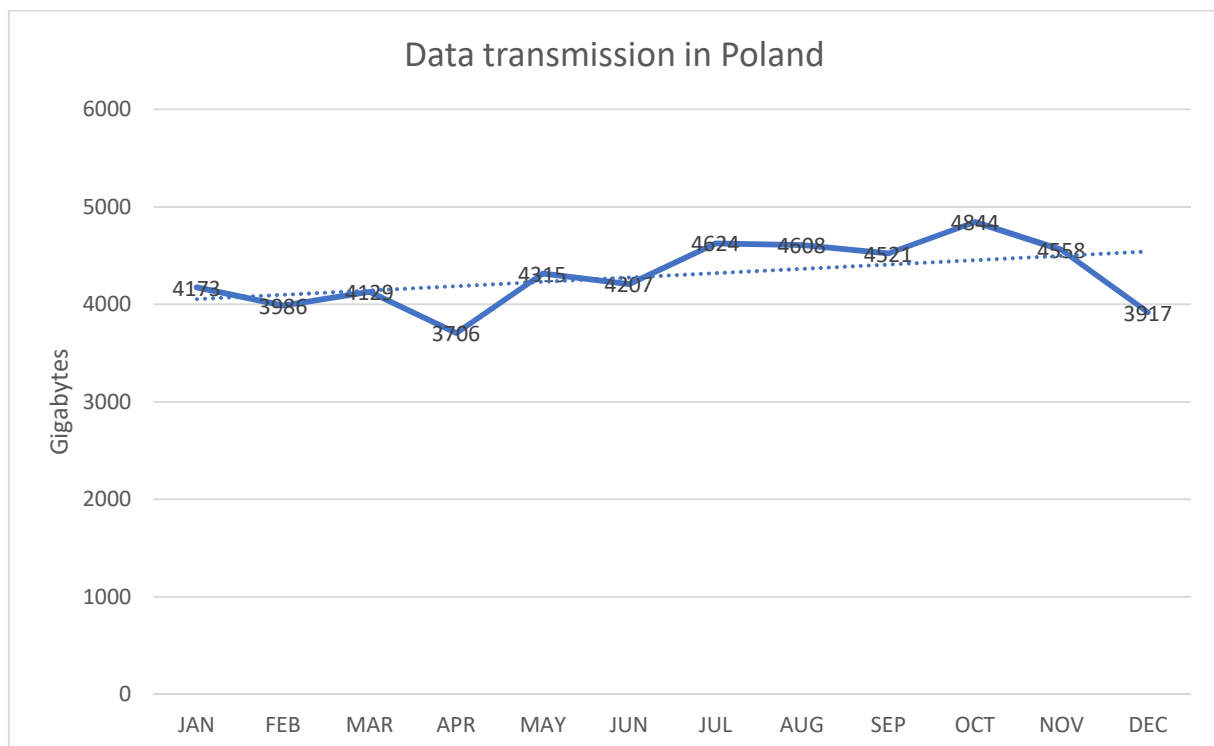
MMSs sent in 2019: Majority of MMSs were sent to other Polish mobile numbers. On average 39 MMSs were sent in roaming monthly.



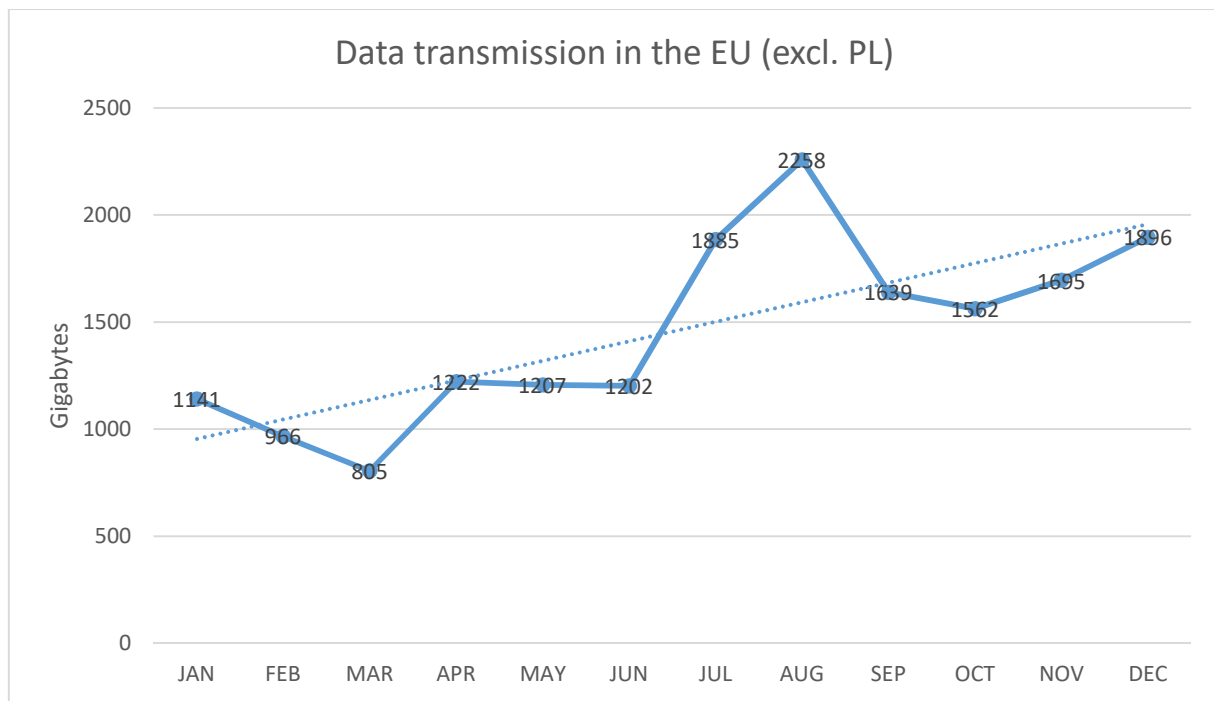
SMSs sent in 2019: Majority of SMSs were sent to other Polish mobile numbers. Average number of SMSs sent in roaming was 1194 messages a month.



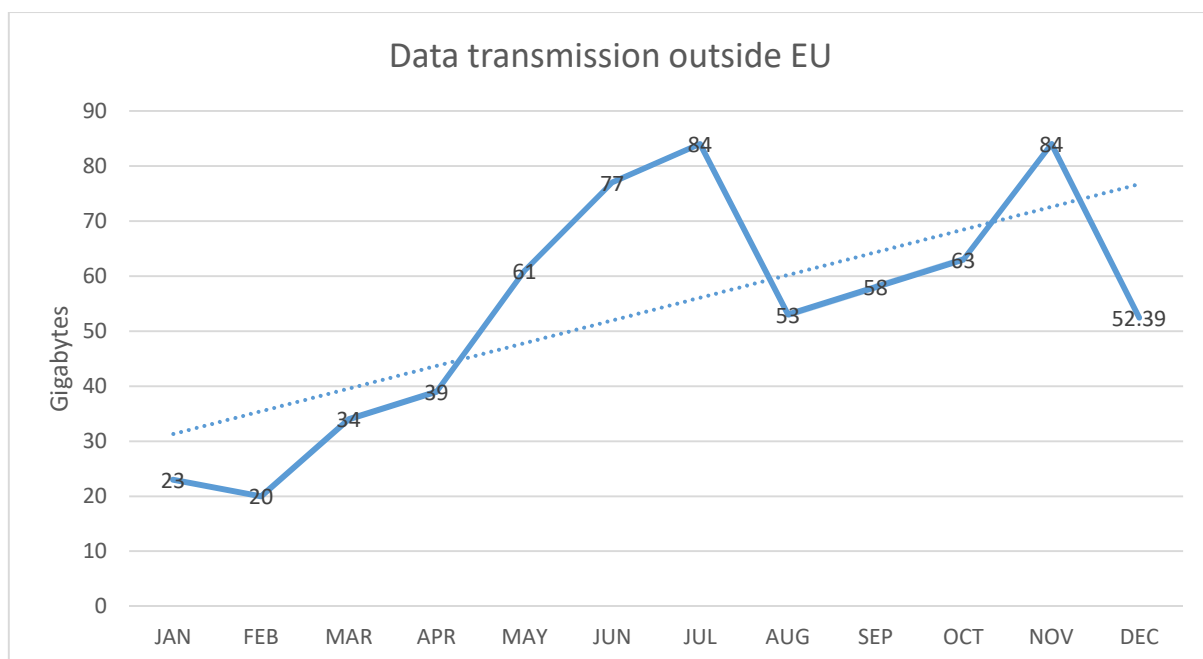
Data transmission in Poland: data transmission consumed by Frontex sim cards (voice and data) located in Poland.



Data transmission in the EU (excluding Poland): data transmission consumed by Frontex sim cards (voice and data) located outside Poland.



Data transmission in roaming - excluding EU Member States



2 Scope of Services

2.1 This section covers technical requirements for the mobile telecommunication services. Scope Statement.

In the scope of the FWC is the provision of mobile telephony services for Frontex staff members and additional selected personnel ensuring mobile voice, text and data communication within and outside of the EU.

The service should be provided with the highest norms, standards and procedures based on best professional practice, fulfilling all objectives under the requirements.

The Contractor is obliged to cover in his offer all the services necessary to meet the requirements described in this document and to guarantee uninterrupted continuous functionality of the mobile telecommunication services, even if such services are not explicitly mentioned below.

2.2 Deployment of sim cards - numbers portability plan.

(a) In order to ensure **business continuity**, Frontex **must keep all its current mobile numbers**. For this reason, the Contractor is required to prepare and implement a plan for deployment of new sim cards and for number portability, taking into account that around 30% of users are located outside Poland in other EU MSs and in third countries. This plan must include detailed timeline and description of steps related to distribution of new sim cards among users and their activation. Plan must be agreed with Frontex and cover the following steps:

- I. Allocation, deployment and activation of mobile numbers on new sim cards: in cooperation with former telecommunication operator, a new Contractor must transfer existing mobile numbers to new sim cards. New sim cards must be provided to Frontex to replace former pool of sim cards. The Contractor should take into account that the users may be located in various locations: Frontex headquarters, other locations in Poland, EU MSs and third countries. The Contractor must activate services on new sim cards with allocated numbers, already distributed among users or before their distribution, in accordance with Frontex. Activation must be possible also when sim cards are present outside Poland. If this is not possible, the Contractor must clearly state it and adjust the plan accordingly.
- II. Activation of the services on new sim cards with allocated numbers shall be executed without any interruption of the services on each sim card. If not possible, the expected interruption of the service for each individual sim cards must be stated in the plan for deployment of new sim cards and for number portability, on the proposal of the bidder. It cannot exceed more than 2 hours out of the business hours (09.00-17.00) and more than 4 hours during weekend (Warsaw time).

- III. The interruption of the service to each specific number must be announced by SMS to all affected users at least 72 hour before the actual interruption has taken place so that users can include the interruption time into their work plans. If not possible, notification periods longer than 72 hours must be agreed in advance with Frontex.
 - IV. The Contractor shall offer an on-site assistance for the implementation of the plan, including activities: packing/sorting/ unpacking/ labelling/ signing/ distribution/ preparation for shipment of the sim cards, provision of editable spreadsheets with sim cards details (mobile numbers, sim numbers, PIN/ PUK passwords). If necessary, sim cards shipment will be organised and its cost covered by Frontex.
 - V. Implementation of the plan must start immediately after contract entry into force. The plan must be executed in a fastest possible time, no longer than 180 calendar days after Framework Contract's entry into force. It can be divided into several phases.
- (b) At the end of the FWC, an exit plan, similar to the deployment plan, must be foreseen to ensure the handover of the mobile telecommunication services without impact on the services or service level degradation. This handover procedure shall be an integral part of the service provision. No additional cost for Frontex shall result from this handover procedure. The Contractor must hand over any relevant information to a potential future Contractor in order to ensure a smooth transition and the business continuity. An exit plan must include at least the following features: timeline of number portability, service termination and transition, provision of on-site assistance if requested by Frontex.

2.3 Provision of sim cards with subscription plans for mobile voice, text and data services.

2.3.1 Mandatory requirements for the provision of sim cards.

- (a) At the beginning of the FWC, the Contractor must provide minimum 2630 sim cards, out of which approximately 70% sim cards with voice services and approximately 30% sim cards with data transmission services. Throughout the duration of the FWC, it is anticipated that the number of new voice sim cards activations will reach about 4000 units and the number of new data sim cards activations will reach about 1100 units. These estimates may fluctuate during subsequent years of FWC execution and will depend on business needs of Frontex.
- (b) In addition, the Contractor must also provide blank sim cards ready to be activated with existing subscribers' numbers, in case of sim card's loss or damage. Quantity of blank sim cards, numbers to be migrated and timing will be communicated by Frontex on a case-by case basis throughout the FWC duration. At the beginning of the FWC the Contractor must provide at least 50 blank cards.
- (c) All sim cards must be provided free of charge to Frontex HQ in a Nano + Mini + Micro - SIM size and as an e-sim profile, if provided by successful tenderer.

- (d) All activated sim cards and associated services must terminate at the end of the FWC regardless of the date of their activation, and not individually for each particular sim card.

2.3.2 Mandatory requirements for subscription plans.

- (a) Single, optimal voice and data plan for all Frontex mobile numbers, custom made on the basis of consumption data provided by Frontex, with at least the following features:
 - I. Unlimited voice, data and text plan for services executed in Poland.
 - II. Flat rate plan or simplified tariff plans for voice, data and text services executed in all the EU MSs.
 - III. Simplified tariff plans for voice, data and text services for the rest of the world (outside the EU area).
- (b) Depending on Contractor's service offer, plans can be limited (excluding plans for Poland).

2.3.3 Mandatory requirements for voice and data services and coverage.

- (a) Outbound and incoming voice calls and text messages (SMS and MMS) executed via GSM network to mobile and landline networks, in Poland and in roaming anywhere in the world.
- (b) Voicemail service in English, with at least the following features available to users remotely: accessing/ deleting received messages, modifying own welcome announcement, turning on and off voicemails service.
- (c) Call forwarding service: forwarding incoming calls to any mobile domestic number chosen by the user.
- (d) Call waiting service that notifies a user on call that another call is incoming. User must have an option to activate or deactivate this feature.
- (e) Possibility to block premium calls, SMS, MMS, music, video and games services on all or selected numbers.
- (f) Feature allowing any user to check current service charges on his/her mobile number, for example via SMS code or message.
- (g) Uninterrupted access to mobile internet from all mobile devices with sim cards provided by the Contractor.

2.3.4 Technical requirements for voice and data services and coverage.

- (a) Mid-call transfer service that enables a user to take incoming call and transfer it to another user without terminating the principal call.
- (b) Voice telecommunication services and mobile data plans on embedded SIM cards (eSIM). This solution shall be activated on compatible devices by one of the following methods: through QR code, in the mobile application provided by the Contractor or by installing an assigned mobile data plan.

- (c) Automatic recognition of APN network configuration on Apple devices with sim cards provided by the Contractor.
- (d) Possibility to set up by the tenderer the preferred roaming telecommunication operator in a given country.
- (e) Wi-Fi calling service that uses an existing Wi-Fi service to automatically provide users with a voice signal without the need to go through a mobile application.
- (f) Voice over LTE service (VoLTE) that allows voice calls to be carried across 4G data network, instead of using the 2G or 3G voice network.
- (g) Call forwarding service: forwarding incoming calls to any mobile foreign number chosen by the user.
- (h) SMS forwarding service: forwarding SMSs to any mobile domestic and/ or foreign number chosen by the user.
- (i) The broadest possible international voice and data coverage in all Frontex areas of operations: Poland, all the EU MSs and rest of the world, including:
 - I. Frontex headquarters and its remote offices (including underground floors and lifts). Full list of Frontex office locations is provided in Appendix 1.
 - II. Cross-border areas including border facilities and difficult-to access locations like dense forestry, high-land and port/ coast areas and islands.
 - III. Areas under harsh weather conditions and locations with high mobile usage (i.e. airports, logistics and cargo centres etc.).
- (j) Secure and reliable network operating with the best possible speed and capacity, including 4G LTE, 5G and/or other modern technologies available on the market or in development. Desired network features: low latency, high voice accessibility (i.e. successful call initiations), high voice retainability (i.e. low number of dropped calls), high voice quality, high video streaming quality (quickest loading time, least amount of rebuffering).

2.3.5 Special desirable requirement: Provision of specific local SIM cards with voice and data services, in prepaid or post-paid subscription

This requirement is extra optional and fully independent from the others. Part of the FWC value will be allocated for services offered under this requirement, if offered by the tenderer. The service can be sub-contracted.

Frontex staff is working around the clock in geographically dispersed locations in the EU MSs and in other countries outside the EU. In order to ensure proper communication and information exchange among its staff deployed in the field, it is frequently required to use local SIM cards and mobile numbers (EU and non-EU based) for voice and data communication in the field. In the context of this optional requirement, Frontex expects the Contractor to present an offer that has the following elements:

- (a) Methodology of provision of local SIM cards and mobile numbers (EU and non-EU based) for voice and data communication (through own GSM network/ subcontracted/ partner network, etc.).
- (b) Description of offered voice and data subscription plans.

- (c) Methodology of expense management tools (i.e. capped plans, service limiters per number, online dashboard for expense control etc.).
- (d) Financial offer in the format proposed by the Contractor.

Offer should address the following Frontex priorities:

- (a) Best possible coverage and transmission speed based on local infrastructure.
- (b) Automatic/ on demand renewability of subscription plan after its completion. No extra - subscription plan costs (like rates from standard tariffs).
- (c) Flexibility in activation/ termination of services on selected sim cards/ numbers without penalty extra costs.

2.4 Expense management of voice, data and text services and billing requirements.

The Contractor must provide a customer on-line management tool (referred to hereinafter as customer portal) which shall cover all central management tasks for customer account including but not limited to:

- mobile services usage control;
- consultation of cost and billing information in real time and for past periods.

Customer portal must be available online, in English, for desktops and, as an option, in responsive mode for mobile devices, accessible 24/7 for authorised Frontex personnel. The Tenderers are encouraged to offer a demo / trial version with online access of the customer portal as a part of the technical proposal. All costs related to the provision of customer portal must be integrated in overall services costs provided in financial offer.

2.4.1 Mandatory billing requirements

The Tenderer must provide the billings in the following formats and features:

- (a) a consolidated electronic monthly invoice with billing data that includes at least the following information: total cost, broke-down individual costs for each type of service per individual number (voice: including time and called destinations, data: including the amount of data transferred), text and other lump-sum or fixed price services like data packages, premium services etc. The Contractor shall not charge for issuing of the invoices
- (b) possibility to generate and download (in CSV and Excel formats) reports with usage and billing information from past reference periods. Reports have the following categories/ information: Reference period, mobile number, service description, execution date and hour (calls, data, SMS and MMS), third-party number, operator, country, call duration, call category (domestic/ international/ in roaming), amount of data consumed, cost breakdown per number/ service/ net/ gross.

2.4.2 Technical requirements for expense management of voice, data and text services and billing.

- (a) User-friendly dashboard displaying all modules and features in intuitive and transparent manner with possibility to generate graphical reports on services usage.
- (b) Module for requesting the transfer of mobile number to a new sim card. Number transfer must be carried out within 60 minutes since request submission.
- (c) Module showing information on currently active tariffs, data packages and other services, their current consumption status, with possibility to activate/ deactivate services per account, single number or multiple numbers (if applicable).
- (d) Module for requesting activation or deactivation of service limiters (calls/ data/ text messages) on selected numbers. A service limiter is a mechanism that can be activated/ deactivated on a selected number(s) in order to block the service execution (calls/ data transmission/ text messages) once a predefined cost limit is reached or in case there is a risk of an incident (fraud, theft, loss, breach, non-standard usage and charges).
- (e) Module enabling the access to current and past invoices in electronic version.
- (f) Real-time (hot billing) module showing data on live usage on the whole account, and single mobile numbers,
- (g) Usage notification system with rapid identification of potential cases of excessive service charges and administrator alerts (distributed in e-mail/ sms/ other formats) when excessive usage events are identified or pre-defined thresholds exceeded
- (h) Module enabling generation of advanced analytical and statistical reports (in addition to point 2.4.1.b.) related but not limited to data covering: usage patterns and costs of data/voice/text traffic per whole account/ selected numbers, within active services and packages.
- (i) For all voice services, the Contractor must charge on a per one-second basis. Frontex shall pay for the exact duration of the call rather than per minute rate. All calls shall be rounded to the next second for billing purposes for at least the following calls types: all calls within Poland, international calls, roaming dialled calls and roaming received calls. Frontex shall not be charged for uncompleted calls, i.e. when the phone hangs up before the called station answers, or where a busy signal is received.
- (j) For all data transfers services, the Contractor charges on a per 1KB basis within Poland and maximum per 50KB within the UE and third countries.

2.5 Service support

The Contractor must provide professional helpdesk for troubleshooting and comprehensive solutions to technical issues and incidents identified in the context of the provision of mobile telephony services for Frontex.

Mandatory requirements.

Helpdesk must provide at least the following services:

- (a) Must operate on 24/7 basis.
- (b) Must comprise of a helpdesk coordinator and experts with established experience in telecommunication support sector, with knowledge of written and oral Polish on 24/7 basis and written and oral English at B1 level within NWH.

(c) Must have knowledge about the operation and configuration of Apple devices, IOS and its most recent updates.

(d) Must be able to mitigate at least the following incidents :

No	Description	Category	Mitigation response
1	Service down (all calls/ data transmission/ text messages)	Outage	Immediate, information about service interruption identified using automated systems
2	High risk of service downtime or interruption (affecting more than 50% of calls/ data transmission/ text messages)	Critical	Within 10 minutes, information about service interruption identified using automated systems
3	Request to restart/ block/ activate services on the sim card or whole account, including premium services (calls and text messages)	Urgent	Within 60 minutes
4	Request to transfer the number to a new sim card.	Important	Within 120 minutes
5	Request to activate/ deactivate service (calls/ data/ text messages) limiters on a number.	Urgent	Within 60 minutes
6	Request for information on sim card status: i.e. Is it connected to the network? Which operator is processing the traffic? Are there any non-standard costs charged?	Informational	Within 24 hours
7	Request to assess standard service - related incidents on individual mobile numbers (non-exhaustive list) ¹ : 1. I can't make calls on my iphone. 2. I don't have internet in my iphone/ipad. 3. I can't make calls/ I can't use internet when outside Poland (in roaming). 4. I have a poor internet connection on my iphone. 5. I have a poor internet connection on my ipad. 6. I can't send MMS messages (via GSM network/ without access to WIFI). 7. I can't activate a hotspot on my device. 8. I want to configure my voicemail (activate/ deactivate/ change setup) 9. I want to forward incoming calls. 10. I need to return the device - I have to reset all content.	Important	Within 120 minutes

¹ Incidents will be first screened by Frontex service team.

	11. I need to return the device - I have to remove it from my Icloud account. 12. I have no network ("no service")/ My sim card is not working. 13. I need to make a backup. 14. I forgot my passcode. 15. My battery doesn't last long. 16. I can't charge my device. 17. I can't hear a person on a call. 18. I have issues related to the functioning of customer portal (ref. 2.3.1)		
8	Request to assess non standard service - related incidents on individual mobile numbers (non-exhaustive list): 1. I receive a suspicious call/ text message from unknown source (scam, phishing, unwanted, notorious marketing activity etc.). 2. I can hear my previous phone conversation recorded.	Important	Within 4 hours

2.6 Complaint procedure

The Contractor must present a complaint procedure for disputed/improper charges or irregularities related to the service performance or billing information. The procedure should outline at least the following details:

- How a complaint can be submitted and how is it acknowledged?
- What information should be included in a complaint?
- How a complaint is investigated?
- How can a complaint processing be monitored?
- What is a response time related to complaint handling?
- Maximum time period for a complaint to be resolved?

Frontex expects the Contractor to work and cooperate with the best effort to resolve any submitted service and/ or billing related complaint. When the complaint procedure proves the improper charges and the chargers are not refund within the period of time defined in the complaint procedures, then Frontex may, at its sole discretion, impose recovery procedure in accordance with article II.23 of General Condition for the Framework Contract (Annex II).

2.7 Benchmarking

In the event of foreseen contract prolongation in line with the article I.5.2. of the Framework Contract, Frontex shall be authorised to request benchmarking in relation to price of services provided under this Contract in line with the conditions described in the article I.5.2. of the Framework Contract. Benchmarking is an assessment process carried out by a qualified and objective third party which: tests, evaluates and measures the performance of the Contractor by comparison with similar products provided by other companies; and/or analyses the evolution of the relation between the prices laid down in the Contract and the market prices for similar products ("the benchmarking").

During benchmarking process, the Contractor has an opportunity to offer alternative voice, data and text plans created for all or selected mobile numbers based on Frontex business needs related i.e. to timing (peak/ low moments), area (countries/ regions), use pattern (service category and its consumption intensity) etc.

The Contractor must commit itself to updating the prices and their options and extensions at a price whose relationship to the prevailing market price for equivalent items remains constant. In updating its price list of services included in financial offer, prices may be reduced at any time but never increased.

3 General requirements

The following requirements apply to any services under Service Contract. Adherence to these requirements shall be explicitly confirmed by the Tenderer in his proposal.

3.1. Place of Performance

Services contracted under this FWC shall be performed by the Contractor from its own headquarters, for users present in Frontex headquarters in Warsaw, Poland and in geographically dispersed locations in the EU MSs and in other countries outside the EU.

3.2. Working/performance time

Services shall be performed on 24/7 basis.

3.3. Premises Access

Frontex, when required, will provide the access to premises.

The dates of the visits shall be communicated to Frontex at least one day in advance to Frontex Contract Manager indicated in the FWC. The Contractor is required to provide the personal details of their representatives at least two working days before the visit.

For all persons entering Frontex premises the access will be granted by Frontex security. Any equipment will be checked and scanned. Any persons granted access have to be assisted by designated Frontex personnel while present in the premises.

3.4. 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 the FWC 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 FWC.

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 FWC 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 from the Contractor's staff members involved in the execution of this contract to sign a Declaration of Confidentiality prior the start date of their direct involvement in the Contract.

3.5. Language

All the communication and documentation, both in paper and electronic form and any other deliverables, including reports, data, analysis, recommendation and/or 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 FWC shall speak and write in English at least at B1 level, according to the Common European Framework of Reference for Languages.

3.6. Other costs

The prices proposed by Tenderer shall be all inclusive. No additional costs under the Service Contract are eligible. This includes but is not limited to ordering, processing, logistics, communication, secretariat, customs, training, travel and subsistence expenses, tooling and equipment used by the Contractor's staff.

3.7. Exclusivity

The conclusion of the Service Contract does not confer on the Contractor any exclusive rights in relation to the provision of services specified therein.

4 Implementation of FWC

4.1. The Contract manager - Contractor

The Contract Manager will be ultimately representing the Contractor as a single contact point vis a vis Frontex for the supervision of contract execution, overall performance of the Contractor, change management, information requests and solving issues related to work performed for Frontex. All the contractual correspondence and related coordination will be addressed to the Contract Manager. The Contract Manager should have at least five years of professional experience in performance of the services defined in this ToR and speak and write in English at least at B2 level.

4.2. The Contract manager - Frontex

Frontex will nominate a Contract Manager who will be ultimately point of contact for Contractor for all issues related to execution of the Service Contract. All the contractual correspondence and related coordination shall be addressed to the Frontex Contract Manager or his/her replacement. After signature of the contract, a kick-off meeting between Frontex and The Contractor's representatives will be held at the Frontex premises.

4.3. Ordering process

The method of contracting services by Frontex under this FWC is Specific Order. Each Specific Order will specify the services ordered in line with this Terms of Reference and the Contractor's financial offer. Within five working days the Contractor must send back the Specific Order in electronic form, signed and dated.

4.4. Payments

Payments for the FWC will be executed based on Contractor's invoice on monthly basis. Detailed payment schedule, periods and procedures are indicated in draft of the Framework Contract (Annex III). Invoices and the documents accompanying them must be scanned or generated and sent in pdf format (attached to an email) to the following address: invoices@frontex.europa.eu. The invoices shall indicate the Frontex' Service Contract number and the Specific Order number.

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Frontex shall make the payment within 30 days from receipt of the invoice. The Contractor shall have 30 days in which to submit additional information or corrections.

4.5 Appendixes

Appendix 1: List of location of Frontex headquarters and its remote offices.