

**Annex II to the Invitation to Tender**

**Frontex/OP/534/2020/DT**

# **Technical Specifications**

**Framework Contract for Provision of Personal Protective Equipment (PPE) and Sanitary Items**

# Table of contents

<b>1. Terms and Definitions</b>	<b>3</b>
<b>2. General Information</b>	<b>4</b>
2.1. Aim of the document	4
2.2. General information on Leading Institution - Frontex	4
<b>3. Scope of the FWC</b>	<b>5</b>
3.1. Types of PPE	5
3.2. Minimum Requirements for PPE and sanitary supplies	6
3.3. Services to be delivered by the Contractors	6
3.4. Delivery	7
3.5. Quality control procedure	7
3.6. Acceptance and reporting	7
<b>4. Other information</b>	<b>9</b>
4.1. Language	9
4.2. Points of Contact	9
<b>5. Implementation of FWC</b>	<b>10</b>
5.1. Indicative implementation plan for the FWC	10
5.2. Ordering Process	10
5.3. Payment	10
<b>6. Appendixes</b>	<b>12</b>

---

## 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 annexes, relating to the Technical Proposal, Financial Proposal and Draft Contract, shall be understood to have the following meaning:

Term	Abbreviation	Meaning
Contracting Authority		Frontex or any other bodies which can initiate an Order Form under this FWC
Leading Contracting Authority	Frontex	European Border and Coast Guard Agency
EU, EEA, and SAC		European Union, European Economic Area, Schengen Associated Countries.
Framework Contract	FWC	
Minimum Requirements	MR	
Personal Protective Equipment	PPE	
Order Form	OF	Annex III to the draft Contract
Third Countries	TC	Countries that are not part of the EU/SAC.

---

## **2. General Information**

---

### **2.1. Aim of the document**

This document defines the terms and conditions to procure different types of Personal Protective Equipment (PPE) and sanitary items. It describes the minimum requirements for the requested supplies and it ensures that the delivered goods will comply with these requirements.

These Technical Specifications shall become an integral part of the contracts that may be awarded in result of this open tender procedure.

All information delivered in this document, its annexes and other referred documents shall be taken into consideration by the Tenderers in preparation of the offer and by the Contractors during the contract's implementation.

### **2.2. General information on Leading Contracting Institution - Frontex**

Frontex, the European Border and Coast Guard Agency, promotes, coordinates and develops European border management in line with the EU fundamental rights charter and the concept of Integrated Border Management.

Frontex coordinates and organises joint operations and rapid border interventions to assist Member States at the external borders, including in humanitarian emergencies and rescue at sea. The agency deploys European Border and Coast Guard teams. It also deploys vessels, aircraft, vehicles and other technical equipment. In addition, Frontex may carry out operations on the territory of non-EU countries neighbouring at least one Member State, in case of migratory pressure at a non-EU country's border.

In accordance with its mandate, Frontex is recruiting and training more than 700 members of the European Border and Coast Guard standing corps who will be deployed in our operations in 2021. In several years, Frontex will count on 10 000 border and coast guard officers to help European countries with border control and migration management.

In line with the Frontex Operational Safety and Health (OSH) policy, Frontex provides suitable protective equipment to all participants in the operational activities. Moreover, the PPE is highly linked with the deployment of the Frontex Standing Corps: together with the uniform concept, personal gear and 1st aid materials, the PPE shall be available in the deployment locations as well as on our assets building the holistic equipment of our personnel.

More information about Frontex is available on [www.frontex.europa.eu](http://www.frontex.europa.eu)

### 3. Scope of the FWC

The objective of this FWC is to provide the Contracting Authority the possibility to purchase in a relatively short period of time different quantities of any type of Personal Protective Equipment and sanitary items each time the need arises according to the terms and conditions described in the tender documentation.

#### 3.1. Types of PPE

Personal Protective Equipment (PPE) and sanitary items, in the sense of this tender, are split into four categories:

- A. Small sanitary and protective disposables, used by all persons engaged in the operational activities mainly at front-line workplaces.
- B. Professional PPE only for high risk exposure settings, used by persons engaged in operational activities exclusively at front-line workplaces.
- C. Special safety gear for the performance of training and duties.
- D. Special training equipment for testing the seal-fit of the disposable medium efficiency respiratory facemasks (A.4), used exclusively during the training (e.g. pre-deployment, induction training) by all persons foreseen to be engaged in the operational activities at front-line workplaces.

The Contractors are required to be able to propose at any time when requested the PPE and sanitary items under the pre-defined catalogue available as in the Appendix 1 to this document.

Contracting Authority reserves the right to order any other PPE or sanitary items under this FWC. Items which are not part of the pre-defined catalogue, but similar in nature, might be offered under condition of their availability if requested by the Contracting Authority.

The supplies to be provided under this FWC are:

- Compulsory pre-defined catalogue of PPE and sanitary supplies:

CATEGORY	LIST OF COMPULSORY ITEMS
A. Small sanitary and protective disposables	<ul style="list-style-type: none"><li>A.1 Disposable light medical first layer gloves</li><li>A.2 Disposable heavy duty second layer gloves</li><li>A.3 Disposable barrier medical facemask</li><li>A.4 Disposable medium efficiency respiratory facemask with exhalation valve</li><li>A.5 Disposable medium efficiency anti-dust mask without exhalation valve</li><li>A.6 Hand sanitizer (travel size)</li><li>A.7 Hand sanitizer (office-size dispenser)</li><li>A.8 Disposable single-use gown</li><li>A.9 Disposable coverall</li><li>A.10 Spray for disinfection of surfaces</li><li>A.11 Industrial paper wipers</li><li>A.12 Wet disinfectant cloth for surface cleaning</li><li>A.13 Waste bag (120 l)</li><li>A.14 Sunscreen</li><li>A.15 Insect repellent spray</li><li>A.16 Basic First Aid kit</li></ul>

B. Professional PPE only for high risk exposure settings	B.1 Disposable high exposure coverall B.2 Disposable hair-net B.3 Safety rubber boots B.4 Safety goggles B.5 Waste bag (240 l)
C. Special safety gear	C.1 Disposable earplugs C.2 Safety spectacles C.3 Multi-impact safety helmet C.4 Protective knee pads C.5 Lifejacket C.6 Lifejacket rearming kit
D. Special training equipment	D.1 Face seal fit-testing set D.2 Sensitivity testing spray (bitter) D.3 Sensitivity testing spray (sweet)

- Any other PPE/sanitary supplies which by its nature may be considered as part of any of the PPE categories described above.

### 3.2. Minimum Requirements for PPE and sanitary supplies

The minimum requirements for each PPE item in every category are specified in Appendix 1 to Annex II and all the offered items shall strictly fulfil them.

The minimum requirements for the items which are not part of the catalogue, but similar in nature, shall be explicitly expressed by the Contracting Authority in a request for supplies. In such event the compliance of the offered products shall be evaluated by the relevant Contracting Authority.

### 3.3. Services to be delivered by the Contractors

Except provision of the compliant supplies, the Contractors are required to deliver the following services:

#### a. Shipment

Shipment/dispatching service to any location indicated by the Contracting Authority within the corresponding Order Form. The Contractor is also responsible for addressing any required custom duties or any other taxes and payments related to the shipment.

The ordered items shall be either delivered to:

1. Directly to the Contracting Authority which issues the OF;
2. Any other location within and outside the European Union.

Delivery shall take place on dates and times and to the destinations agreed at the moment of the ordering.

The delivery shall follow the principle 'one-face-to the customer' and should happen at the shortest possible notice. The delivery time is expected within maximum 45 days from the moment of the signature of the OF, unless agreed and justified differently between the parties prior to the signature of the relevant OF.

#### b. Stockpiling

The disposable PPE of category A and category B shall be also eligible to be ordered by the Contracting Authority and remain stored at the Contractor's site. This guarantees that the PPE components are stored under ideal conditions. The Contractor is free to sell continuously fractions of the procured stockpile to any other buying parties, which are using PPE on a more regular basis. The sold fractions are immediately replaced by recently produced batches leading to a continuous extension of the shelf life of the PPE stockpile. The stockpiled PPE are made available at short notice to the locations specifically identified by the Contracting Authority. Consistent quantities of PPE can be stockpiled at de-centralised locations from which they can be transferred to destinations in need at short notice.

The Contracting Authority reserves the right to request an inspection visit to the facilities where the stock is piled in order to assess if the storage conditions are appropriate.

### **3.4. Delivery**

The Contractor will be responsible for the timely delivery of requested products.

The Orders shall be:

- delivered within the period specified within each relevant Order Form;
- transported (DDP Incoterm) and delivered to the address(es) indicated within each relevant Order Form.

Unless otherwise agreed, the delivery shall take place during working hours (Monday - Friday 09:00-17:00 excluding holidays).

The delivery price shall be based on the best market price at the moment of the Order Form signature. Depending on the volume of each Order Form and the destination(s) to which the shipment shall be dispatched the Contractor will include a clearly outlined shipment price to its proposal.

Please note that Frontex reserves the right to verify the delivery prices offered by the Tenderer at any time. All shipment prices proposed must be consistent with the standard service price lists of a chosen courier company/carrier. If delivery price for any of the destinations significantly exceeds an official standard delivery price of a recognized courier company/carrier for the same route, the offer may be rejected, or the additional charge will be covered by the Contractor.

### **3.5. Quality control procedure**

If required, the Contractor(s) shall provide the relevant quality certificates for the products ordered.

The Contracting Authority will monitor the quality of the products provided, namely:

- Compliance of the product with the Minimum Requirements as described in Appendix 1 to these Technical Specifications;
- Quality of the packaging and labelling of the shipments;
- Adherence to deadlines.

The Contractor will be immediately informed in case the quality is not up to expectations/requirements in any of the criteria and will be requested to remedy the identified failure immediately.

### **3.6. Acceptance and reporting**

Based on quality monitoring all products delivered under the Order Forms will be subject to the Contracting Authority's acceptance.

The Contracting Authority shall proceed to the evaluation upon the delivery of the shipments and provide the Contractor with written notice of Acceptance, Partial Acceptance or Non-acceptance.

In the event the Contracting Authority provided a notice of partial or non-acceptance, it shall have, apart from the rights derived from the contract, the continuing right, at its sole discretion, to:

- refuse to pay any fees or other amounts associated with such products and return them at the Contractor costs;
- accept such products on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to ordering Institution's satisfaction, the deficiencies present therein or the costs likely to be incurred by the ordering Institution to correct such deficiencies; or
- terminate the Order and/or seek any and all available remedies, including damages.

The Contractor shall report to the Contracting Authority upon execution of the order and/or in exceptional cases when specific situation requires additional reporting.



---

## **4. Other information**

---

### **4.1. Language**

For the implementation of the FWC and execution of the OFs, all communications shall be made in English.

### **4.2. Points of Contact**

Upon the signature of the FWC, Frontex as Leading Contracting Authority shall indicate to the Contractors relevant point(s) of contact in charge of communication regarding the FWC contract management.

For the implementation of the OFs, each relevant Contracting Authority shall indicate to the Contractors relevant point(s) of contact in charge of the particular OF.

The Contractors shall provide to Leading Contracting Authority one or several contact points in charge of the management of the framework contract. The Contractor's contact points responsible for the implementation of the Order Forms shall be communicated to each requesting Contracting Authority at the moment of the initiating of the 1<sup>st</sup> order by the given Contracting Authority.

While indicating the contact points all parties shall provide in written the name and full contact details, including email address and direct telephone/mobile phone number.

The contact points can be changed at any time by written notification to the concerned parties.

---

## 5. Implementation of FWC

---

### 5.1. Indicative implementation plan for the FWC

The list below presents the indicative plan of the implementation of the FWC, which is not binding to the Contracting Authority and may be adapted during the contractual period.

- First Order Forms are scheduled to start upon the signature of the FWC;
- Any Participating Institution can launch an OF at any moment of the FWC validity;
- More than one OF may run at the same time.

### 5.2. Ordering Process

The FWC shall be implemented by means of Order Forms.

These OFs shall be awarded based on the specific tenders submitted by the FWC Contractors in response to each requests for supplies issued by the relevant Contracting Authority.

Each time the specific product(s) is/are required, the Contracting Authority will reopen the competition by inviting the FWC Contractors to submit their proposals for the specific assignment described by the Contracting Authority in its request for supplies. The request issued by the Contracting Authority will contain all necessary details (e.g. types and quantities) of the required items as well as the shipment destinations. The Contractors in return will issue a quotation for provision of all the requested items as well as the exact delivery dates.

The Contracting Authority shall establish and communicate to the FWC Contractors the deadline for submitting their offers. That deadline will not be shorter than 3 working days calculated from its e-mailed notification to the FWC Contractors. There will be a possibility to submit offers in electronic version (pdf format preferred for the text files) to the functional e-mail address of the Contracting Authority.

If, after the receipt of the request, one of the FWC Contractors requires clarifications, these clarifications shall be prepared without delay and distributed to all FWC Contractors. Such requests for clarifications shall not be admissible on the last 48 hours before the deadline for submitting the specific proposal. Unless the clarifications imply modification of the initial request, the deadline for submitting proposals shall not be extended. Based on the received quotations, the FWC Contractor, which submits the cheapest offer that meets all the mandatory requirements, will be awarded the Order Form. The results of their individual evaluation shall be communicated separately to the bidders without revealing the price of the winner, in order not to distort the future competitions among them.

The Order Form (*Annex III to the Contract draft*) shall be established and signed by the awarded contractor within 2 (two) working days of its receipt.

### 5.3. Payment

All prices shall be in Euro, excluding VAT.

As a rule the 100% payment is made upon the completion of the delivery process and acceptance of each Order.

Under condition the overall value of the Order Form exceeds 50 000,00 EUR (fifty thousand Euro), the Contractor may request a pre-payment. In such case the payment scheme shall be as follows:

**Pre-payment:**

- Upon signature of the Order Form, the contractor may issue an invoice for an advance payment corresponding to 30% of its overall value. The Contracting Authority shall pay the invoice within 30 days after its receipt;

**Final payment:**

- After acceptance of all products delivered and upon reception of the final invoice, Frontex will execute the final payment within 30 days.

---

## 6. Appendixes

---

Appendix 1 - Pre-defined Catalogue of PPE