

Annex II to the Invitation to Tender

## **Terms of Reference**

**Purchase of reflective Frontex labelled vests**

**Frontex/OP/250/2017/AH**



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## 1. General Information

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This document defines terms and conditions to purchase reflective Frontex labelled vests and describes the minimal requirements for the requested products.

These terms of reference will become an integral part of the framework contract that may be awarded as a result of this tender procedure.

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

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## 2. Objectives

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The objective of this framework contract is to provide Frontex with the capacity to obtain different quantities of any type of vests each time the need arises according to the terms and condition described here below.

The tender is divided into 3 lots per type of vests needed:

- Lot 1: Standard vests
- Lot 2: Special vests
- Lot 3: Customised vests

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## 3. Required deliverables

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### 3.1. Reflective vests

#### 3.1.1. Lot 1 - Standard vests

Description:

- The vest design shall be strictly compatible to the sample provide in Appendix 1 of this ToR;
- Quality of the vests shall be compliant to the quality requirements as described in point 3.3. of this TOR
- Required sizes are small (S), medium (M), large (L), extra-large (XL) or adjustable multi-sized level solution covering the span of sizes from S to XL
- Estimated yearly quantity per size:

SIZE	NUMBER OF UNITS
S	1000
M	2000
L	2000
XL	1000

#### 3.1.2. Lot 2 - Special types of reflective vests

Description:

- 10 (ten) different vest models, which design shall be strictly follow the samples provided in Appendix 2 of this ToR;
- Quality of the products shall be compliant to the quality requirements as described in point 3.3. of this TOR
- Required sizes are adjustable multi-sized level solution covering the span of sizes from S to XL
- Estimated yearly quantity per size:

SIZE	NUMBER OF UNITS	
	1 <sup>st</sup> year	Following years
adjustable multi-size	5500	2500

#### 3.1.3. Lot 3 - Existing vests to be customized

Description:

- Existing vests\* available at Frontex to be customised by adding a print with the full agency name as specified in Appendix 3;
- Quality shall be compliant to requirements in point 3.3.3.;
- Estimated total quantity: up to 1800 units.

Upon signature of the Specific Order under Lot 3, Frontex will send to the Contractor an agreed amount of vests available in Frontex stock for printing of additional marking. The shipment expenses from Frontex to the Contractor shall be covered by Frontex. The shipment expenses from Contractor to Frontex shall be covered by the contractor according to the requirements of point 3.2 and 3.3.4 of this ToR.

\*The outlook of the existing vest (photo) as well as its description are available within Appendix 3.

## 3.2. Shipment

The produced vests shall be delivered to:

- Frontex Headquarters at Plac Europejski 6, 00-884 Warsaw, Poland  
or
- Any other location within European Union indicated by Frontex

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

## 3.3. Quality Requirements

All vests shall be fully compliant to the design requirements as specified in respective appendices.

Frontex reserves the right to change its graphical design of logo or/and name during the course of the contract. In case of such change the Contractor shall be provided with the updated design files.

The change of graphical design of logo or/and name shall not imply any change of the contractual obligations, in particular the framework contract prices shall remain valid.

### 3.3.1. General quality requirements for Lot-1 standard (3.1.1.) and Lot-2 special (3.1.2.) types of reflective vests:

- Reflectability compliant to the requirements of EN ISO 20471:2013 class 2 garment;
- Made from tear and fade resistant machine washable materials;
- Dimensionally stable (no stretching or shrinking over time);
- Antistatic and Thermal resistant (low level of flammability ISO 14116:2015);
- Contain marking with information on size (if relevant), composition and maintenance.

### 3.3.2. Special quality requirements for Lot-2 special (3.1.2.) reflective vests:

- Made from breathable fabric, allowing proper air permeability ;
- Comfortable to wear: flexible and supple so not to restrict any body movements as the vests are foreseen to be worn during the extended hours, frequently in the sitting position.

### 3.3.3. Special quality requirements for Lot-3 customises (3.1.3.) vests:

- Additional printing shall be matching the quality and appearance of the original inscriptions;
- Additional printing shall be resistant to water (washable).

### 3.3.4. Quality requirements for packaging for all Lots:

- Each vest shall be packed individually in an easy to take off wrapping;
- Size (if relevant) and type of the vest shall be apparent on/through the individual packing;
- Packaging/boxing for shipping shall be appropriate so no damage to the products is caused during the shipment and clearly labelled, indicating the exact quantity and type(s) of the products contained in the package/box.

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## **4. Contract Implementation**

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### **4.1. Contract type & duration**

This contract shall be a framework contract (FWC) with one selected contractor for each Lot. The same contractor may be awarded a contract for one or more Lots.

The FWC will be concluded for a period of two years with a possibility of extension for another period of two years and have a maximum duration of 4 (four) years. The contract shall continue to apply to the specific contracts after its expiry, but no longer than 3 months.

### **4.2. Specific Orders**

Each time a specific type of vests is needed Frontex will issue an Order Form, specifying the type, quantity, delivery/shipment destination(s) and expected time of delivery. The contractor shall return the signed Order Form within 5 (five) working days of its receipt. Once the Order Form is signed by both parties, the provision of the service shall start within the timeframe indicated therein.

The minimum volume per each specific order shall be:

- Lot 1: 500 units
- Lot 2: 100 units
- Lot 3: 500 units

### **4.3. Contact points**

Upon the signature of the contract one or several contact points shall be indicated by both parties, including full contact details, for the timely implementation of services and any related issues.

### **4.4. Language**

For the implementation of the contract, all communication shall be in English.

### **4.5. Prices and payments**

All prices shall be in Euro, excluding VAT.

The payments for each specific contract shall be executed as follows:

Advance payment can be made on condition that the specific order value exceeds 20 000 EUR (twenty thousand):

- Upon signature of the specific order, the contractor may issue a pro-forma invoice for an advance payment corresponding to 30% of its overall value of the order. Frontex shall pay the pro-forma invoice within 30 days after its receipt;

Final payment:

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

### **4.6. Acceptance and reporting**

The deliverables contracted under each specific contract will be considered accepted upon the formal acceptance procedure and expressed officially in writing by Frontex by means of signing of the Deliverable Acceptance Form (Model Acceptance Form in Appendix 5).

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

All reports shall be submitted in written in English language to the Frontex contact point responsible for each specific contract.

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## 5.     Appendixes

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Appendix 1 - Design requirements for Lot 1 - Standard Vests

Appendix 2 - Design requirements for Lot 2 - Special Vests

Appendix 3 - Design requirements for Lot 3 - Customized Vests

Appendix 4 - Model of Acceptance Form

Appendix 5 - Frontex Colour Guide



## Appendix 1 - part 1 - Design requirements for Lot 1

1 (one) vest model shall be delivered under Lot 1 - Standard Vests (Blueprints are the Appendix 1 - part 2):

The vests are to have the following properties:

- Colours according to the blueprints in Appendix 6: white marking on light blue fabric. Light blue shall be the closest possible shade to Panton 2925c
- Closed on front
- No pocket requirements

## Appendix 2 - part 1 - Design requirements for Lot 2

10 (ten) different Vest models shall be delivered under Lot 2 - Special Vests. Each design is necessary so to distinguish all different roles (Blueprints are the Appendix 2 - part 2):

1. Frontex Observer
2. Escort Leader
3. Escort
4. Backup Team Leader
5. Backup Team
6. Official
7. Medic
8. Monitor
9. Interpreter
10. Observer

The vests are to have the following properties:

- To be covered on all models with edging (1 + 1 cm) and colours according the blueprints (yellow red orange and red background colours shall respect EN471)
- Closed on front with zipper
- 2 A5 to A6 size lower interior pockets with zipper to the exterior
- 1 A6 size upper interior pocket with zipper in the interior
- Printed flags in the shoulders (4 flags, 2 to each side) with the ISO 3166-1 alfa-2 country code in reflective white material with black edges. Possibility to make all the EU Member States, Iceland, Norway and Switzerland
- Velcro placeholder for national insignia on the front-left-upper side of the vest not covering the reflective stripes
- Velcro placeholders for number patches in the back-middle-upper and on the front-right-upper areas
- Apart, 20 series of patches with numeration from 1 to 1000 in black resistant material with characters printed in reflective grey ink.
- Inscriptions in the middle-front and middle-back in reflective material according the colours in the blueprints
- Flexible vest side-binding via stitched in elastic bands according to the model provided in the pictures 1 and 2 below. The proposed solution must take into account the overall weight of the vest, comfort and easiness to be operated.

Picture 1



Picture 2



### Appendix 3 - Design requirements for Lot 3

The existing vests shall be customised by adding an inscription, which shall comply to the design requirements as described in the Appendix 1 - part 2:

- Added inscription 'European Border and Coast Guard' in front of the vest under the European Flag and on the back of the vest under 'Frontex'
- Colours according the blueprints in Appendix 6: white marking on light blue fabric.
- Print design based on the blueprint provided within Appendix 1 - part 2

#### Description of the existing vests:

The vests available at Frontex for customisation are made from polyester, XXL size, light blue color and contain two reflective stripes. Frontex logo and European flag are printed on the front and back of the vest as can be seen on the pictures here below.



#### Appendix 4 - Model of Acceptance Form

##### **Model of Acceptance Form**

FOR CONTRACT No .....

*Original document - duly signed - to be attached to the invoice*

##### **DELIVERABLE DESCRIPTION**

*Please give reference to the Contract and short description of the deliverable.*

*Please describe observations and reservations if any.*

*In case of Deliverable rejection please detail reasons.*

##### **DELIVERABLE is ACCEPTED / REJECTED**

*To be filled in by Frontex:*

Official responsible for acceptance (in block capitals):	
Date and signature	
Official responsible for final validation (in block capitals):	
Date and signature	