

Annex II to the Invitation to Tender

Frontex/OP/551/2020/ZB/MS

Terms of Reference

Framework Contract - Purchase of service uniforms

Lot 1 - Textile items (garments)

Lot 2 - Shoes and Accessories

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1. Acronyms and definitions

Acronym	Definition
CVI	Corporate Visual Identity
DDP	Delivery Duty Paid (incoterms)
EBCG	European Border and Coast Guard Agency - Frontex
EC	European Commission
EU	European Union
FRO	Frontex' number of the Order
FWC	Framework Contract
MS	A Member State of the European Union
MTR	Minimum Technical Requirements
OF	Order Form
SAC	Schengen Associated Country
ToR	Terms of Reference

2. Introduction to 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 accordance with the Council Regulation (EC) Regulation (EU) 2019/1896 article 82.6, the standing corps statutory staff who are members of the teams shall wear the uniform of the standing corps while performing their tasks and exercising their powers.

More information about Frontex is available on www.frontex.europa.eu

3. Subject

This document defines terms and conditions for acquisition of different types of items which would compose the Frontex Standing Corps' service uniform.

The scope of this document is to describe the minimum requirements for the requested items and to ensure that the offered and then delivered goods comply with Frontex requirements.

The Terms of Reference will become an integral part of the single Framework Contract (hereinafter called "FWC") that may be awarded as a result of the open tender procedure. The established FWC shall enable Frontex with the capacity to obtain different quantities of any type of items each time the need arises according to the terms and conditions described here below.

3.1. Type of contract and lots

The tender is divided into two (2) lots, as follows:

- Lot 1 - Textile items, including the list of garments described under #4.
- Lot 2 - Shoes and accessories, including the list of items described under #4.

Each Tenderer is invited to submit offers for one or both lots. However, for each lot, all items required under the given lot should be offered.

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

3.2. Estimated contract volume

The FWC established following this procurement procedure shall cover the purchase of the service uniform, which is intended to be used by the Standing Corps officers in performance of their duties. Therefore the estimated number of the uniform sets is envisaged to gradually increase from approximately 1000 sets needed for the 1st year of the contract's implementation to approximately 5000 sets in total. In order to maintain the officers equipped with the full set of usable service uniforms at all times occasional replacement of e.g. worn out items is as well foreseen.

The contract will be implemented through the means of Order Forms, as described in the art.5.1 of this document.

The 1st order is estimated to be launched shortly after the signature of the FWC (within 2-3 weeks).

4. Required Deliverables

All items delivered within this contract, which are listed here below, shall be:

- Fully compliant with the technical requirements described for each item in the corresponding appendix to Annex II - Terms of Reference;
- New and unused;
- Labelled with indication of the size, material composition and where appropriate care instructions;
- Individually packed in appropriate way depending on the nature of the item. The individual packages shall allow a quick identification of the type of the item and its size.

The types, sizes and numbers of items to be provided shall be agreed between Frontex and the Contractor within the Order Form/s. The Order Forms shall be established according to the process described in # 5.1. of these Terms of Reference.

Minor design modifications may be requested by Frontex in the course of the contract implementation. In such case Frontex will formally notify the Contractor providing all necessary information on the required design modification. After the Contractors confirmation and Frontex approval the newly agreed design shall become the valid one.

Full set of service uniform is composed of the categories and items as listed here below. The design and other specific requirements for each item are detailed in the corresponding appendix, attached to this document.

Items to be provided under Lot-1

Category	Appendix No	Item
Daily wear	1.1.1.	Cap
	1.1.2	Summer jacket/blouson (workwear)
	1.1.3	Trousers (multifunctional)
	1.1.4	Polo shirt (short-sleeve)
	1.1.5	Winter jacket/anorak
	1.1.6	Inner Fleece jacket
	1.1.7	Rainwear (two parts)
	1.1.8	Sweater/jumper
	1.1.9	Winter cap (fleece)
	1.1.10	Load bearing vest (uniform color)
	1.1.11	<i>Load bearing vest (high visibility)*</i>
	1.1.12	<i>Socks winter*</i>
	1.1.13	<i>Socks summer*</i>

	1.1.14	<i>Underwear (thermo)*</i>
	1.1.15	<i>Scarf</i>
	1.1.16	Functional seamless undershirt/tee
Ceremonial wear	1.2.1	Business blouse (long-sleeve) <i>F</i>
	1.2.2	Business shirt (long-sleeve) - <i>M</i>
	1.2.3	Tie
	1.2.4	Side cap ('torin'), type A and B
	1.2.5	Trousers (representative without side pockets)
	1.2.6	Formal jacket (representative without azur blue elements)
	1.2.7	<i>Gloves*</i>
Sports wear	1.3.1	Operational bra for female officers <i>F</i>
	1.3.2	Sports Socks
	1.3.3	Swimsuit (for female officers) <i>F</i>
	1.3.4	Swim trunks (for male officers) <i>M</i>
	1.3.5	Towel
	1.3.6	Training suit (jacket and trousers)
	1.3.7	Sports shorts
	1.3.8	Sports shirt
Other items	1.4.1	T-shirt with printed logo
	1.4.2	Jumpsuit/overall
	1.4.3	Reflective vest with logo
	1.4.4	Special vest for RETURNS
	1.4.5	Baseball cap - with logo
Emblems	1.5.1	Name tag
	1.5.1	Epaulettes
	1.5.1	Languages

Items to be provided under Lot -2

<i>Category</i>	<i>Appendix Nr</i>	<i>Item</i>
Daily wear	2.1.1	Half-boots/ankle boots (lightweight all season)
Ceremonial wear	2.2.1	Representative belt
	2.2.2	Shoes
Sports wear	2.3.1	Thongs (slide back flip-flops)
	2.3.2	Sports shoes (indoor)
	2.3.3	Cross-trainers (outdoor)
Other items	2.4.1	Transportation bag/duffel bag
	2.4.2	Backpack (25-28 litre)

4.1. General Requirements for Deliverables under Lot 1 and Lot 2

All items shall be provided in the colours indicated within the Appendixes so to form a coherent outlook.

All provided items shall bear no other visible logo, inscriptions or markings except the items from the group of Sports wear (#2.3.1., 2.3.2. and 2.3.3.)

The full design blueprints with Frontex Logo and other markings will be provided to the contractor upon the FWC signature.

4.2. Sizes and measurements

Frontex will provide to the Contractor(s) the body measurements (in cm) of the uniformed staff, such as height, arm length, etc.

The individual measurements will be submitted to the Contractor with indication of unique personal number attributed to each officer.

Based on the received measurements, the contractor shall indicate the size of each item to fit best the morphology of each staff and communicate it to Frontex using the unique personal number. If during this process the contractor identifies the need for other sizes than those already requested in the appendixes, he/she shall propose alternative solutions/sizes to fit the provided body measurements.

Alternatively, the contractor may put at Frontex disposal an automated converter tool, which based on individual measurement would automatically calculate the needed sizes.

This personal number shall also be clearly indicated on each package with the finished product, as required in art. 5.3 of this document.

5. Implementation of FWC

5.1. Order Forms establishment process

The FWC shall be implemented by means of Orders Forms (OF). An OF template is presented in Appendix 1 to Annex V - Draft Contract.

Each time a certain amount of items is needed, Frontex will issue and send to the Contractor an OF, specifying all the necessary details (e.g. quantity, sizes, delivery/shipment destination(s), etc.) as well as the contractually agreed time of delivery.

The Contractor must send the counter-signed and dated OF back to Frontex within maximum three (3) working days since receiving it from Frontex.

Once the OF is signed by both parties, the execution of the order shall start.

5.2. Supplementing of the OF

Order forms shall be established on the basis of the unit prices indicated in the offer of the contractor. However, the Contracting Authority may request the Contractor to propose supplementary supplies of the same type as those listed in the point 4 of the ToR. The supplementary elements may not depart from the essential terms fixed in the FWC and may be requested only if they are absolutely necessary for fulfilling the subject of the tender. Supplementary elements will be ordered on the basis of a quote provided by the Contractor which shall require prior approval by the Contracting Authority.

5.3. Language

For the implementation of the contract all communication, whether written or spoken, shall be made in English.

5.4. Delivery

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

The ordered items shall be delivered to:

1. Frontex,
2. Any other location within the European Union or a third country where Frontex conducts operational activity.

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

The delivery shall happen at the shortest possible notice. The delivery time is counted 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.

As a general rule the ordered items shall be transported under the following incoterms: DDP (Delivery Duty Paid).

The delivery price to Frontex shall be based on the price indicated in the offer of the Contractor.

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

Please note that Frontex reserves the right to verify the delivery prices offered 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 Contractor will be asked to adjust his price proposal accordingly.

The packaging should be done according to the conditions agreed within the OF. In principal a separate package shall be prepared for each officer requiring service uniform items with clear marking allowing for immediate identification to which officer it belongs. For the shipment purposes the individual packagings can be part of larger set or pallet. The materials used for packaging shall be environmental friendly.

5.5. Payments

Any invoices shall indicate the Frontex' OF number to which it refers and should be sent in pdf format to the following address: invoices@frontex.europa.eu

As a principle, all payments related to one OF shall be made after the acceptance of the products delivered and upon the reception of the invoice. Frontex shall execute the payment within 30 calendar days.

In case the value of the OF is equal or superior to 100 000 EUR net, the Contractor may request a 30% pre-payment. The pre-payment request is admissible upon the signature of the OF and reception of the invoice. Frontex shall pay the invoice within 30 calendar days after its receipt. Pro-forma invoices are not acceptable.

6. Quality monitoring and acceptance procedures

6.1. Warranty

All the items delivered under this contract shall be covered by at least 2 years warranty.

6.2. Quality monitoring

After the FWC signature Frontex shall issue the OF for supply of one unit of each contracted item. Those items shall be used for quality control and acceptance. In case Frontex fully accepts the items delivered, they shall be considered as a quality benchmark for all following orders. In case Frontex has reservations and remarks, the Contractor shall take them into consideration and if needed submit a new corrected item(s) at his own cost.

In case Frontex requires minor design changes to an item(s), such procedure shall be repeated for the item(s) concerned.

During the overall duration of the contract, Frontex will continuously monitor the quality of the products provided by the Contractor. Elements that will be monitored include:

- Compliance of the product to the requirements as described in # 4 of this ToR;
- Compliance to the accepted benchmark items as described here above;
- Compliance to the packaging requirements;
- Adherence to deadlines.

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

6.3. Acceptance procedure

Based on quality monitoring all products delivered under the contract will be subject to the acceptance of Frontex.

The products delivered will be considered accepted upon the formal acceptance procedure and expressed officially in writing by Frontex.

Frontex shall evaluate the deliverables within 30 calendar days and provide the Contractor with written notice of Acceptance, Partial Acceptance or Non-acceptance.

In the event Frontex provided a notice of partial or non-acceptance, it shall have 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 Frontex' satisfaction, the deficiencies present therein or the costs likely to be incurred by Frontex to correct such deficiencies; or
- terminate the contract and/or seek any and all available remedies, including damages.