

## **Annex II to the Invitation to Tender**

**Frontex/OP/1340/2019/MS**

# **Terms of Reference**

## **Framework Contract for purchase of training outfits:**

**Lot 1 - Textile items (garments)**

**Lot 2 - Shoes and accessories**

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## 1. Acronyms and definitions

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

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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.

The new European Border and Coast Guard Regulation entered into force on 4 December 2019. It foresees the establishment of a European Border and Coast Guard standing corps. One of its key components is the Agency’s own statutory staff (Category 1), which is expected to grow from 1000 in 2019 to 3000 by 2027. In accordance with the new Regulation, the statutory staff who are members of the teams shall wear the uniform of the standing corps while performing their tasks and exercising their powers.

During 2020 the recruited personnel shall undergo a multitask training so to be ready for the performance of their operational duties from 1 January 2021. During the training period all personnel in training shall be equipped with the multifunctional training outfits, which will be transitioned into the uniforms from 1 January 2021.

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

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 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 objective of this tender is to establish a FWC for the provision of different types of items which would compose the Frontex Standing Corps' training outfit.

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

- Lot 1 - Textile items, including the list of garments described under #4.1.
- Lot 2 - Shoes and accessories, including the list of items described under #4.2.

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 training outfit, which is intended to be used during the 1<sup>st</sup> year of training of the Standing Corps officers. Therefore the estimated number of the outfit sets is envisaged to equip up to 1 000 persons.

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

The 1<sup>st</sup> Order Form is estimated to be launched shortly after the signature of the FWC (within 2 weeks). This order shall cover the main needs of the outfits hence be the largest order under FWC. The follow-up orders will be needed to complement or replace e.g. damaged items.

## 4. Required Deliverables

All items delivered within this contract, which are listed under #4.1 and #4.2. shall be:

- Fully compliant with the technical requirements as described for each in the corresponding appendixes to Annex II - Terms of reference;
- New and unused;
- Labelled with indication of the size, materials and where appropriate care requirements;
- 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 OFs shall be established according to the process described in # 5.1. of this Terms of reference.

### 4.1. Deliverables under Lot 1

All items (except the marked ones - *italic*\*) delivered under lot 1 shall be provided in the same (matching) colour palet fitting Frontex Visual Identity: 90% Pantone Reflex Blue C.

The marked items should be provided in plain black colour.

All provided items shall bear no other visible Logo, inscriptions or markings than the ones requested by Frontex.

Frontex Logo and marking is required only on the selected number of items as indicated in the table below. The sample of Frontex logo and marking is provided in Appendix 3.0.

No	ITEM	Colour and marking	TECHNICAL SPECIFICATION
1	Winter jacket (unisex)	90% Pantone Reflex Blue C with Logo and Name	Appendix 1.1.
2	Softshell Summer jacket (unisex)	90% Pantone Reflex Blue C with Logo and Name	Appendix 1.2.
3	Polo-shirt long (unisex)	90% Pantone Reflex Blue C with Logo and Name	Appendix 1.3.
4	Polo-shirt short (unisex)	90% Pantone Reflex Blue C with Logo and Name	Appendix 1.4.
5	Sweater/jumper (unisex)	90% Pantone Reflex Blue C with Logo and Name	Appendix 1.5.
6	Trousers/Pants multifunctional (unisex)	90% Pantone Reflex Blue C	Appendix 1.6.
7	Winter cap	90% Pantone Reflex Blue C	Appendix 1.7.
8	Under-shirt	90% Pantone Reflex Blue C	Appendix 1.8.

9	Jogging suit Jacket (unisex)	90% Pantone Reflex Blue C	Appendix 1.9.
10	Jogging suit Trousers (unisex)	90% Pantone Reflex Blue C	Appendix 1.10.
11	Sports shirt (unisex)	90% Pantone Reflex Blue C	Appendix 1.11.
12	Sports shorts (unisex)	90% Pantone Reflex Blue C	Appendix 1.12.
13	Base cap	90% Pantone Reflex Blue C	Appendix 1.13.
14	<i>Socks (winter/thermo)*</i>	Plain black	Appendix 1.14.
15	<i>Socks (summer)*</i>	Plain black	
16	<i>Winter gloves*</i>	Plain black	Appendix 1.15.

#### 4.2. Deliverables under Lot 2

The items under lot-2 should be provided in plain black colour. All provided items shall bear no clearly visible logos, inscriptions or other markings.

No	ITEM	Colour and marking	TECHNICAL SPECIFICATION
1	Half-boots (all season)	Plain black	Appendix 2.1.
2	Backpack (25 liter)	Plain black	Appendix 2.2.
3	Transportation bag/duffel bag (hold-luggage size/capacity)	Plain black	Appendix 2.3.
4	Belt	Plain black	Appendix 2.4.

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## 5. Implementation of FWC

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### 5.1. Order Form establishment process

The FWC shall be implemented by means of Order Forms (OF). A OF model is presented within Annex III - Draft Supply Contract.

Each time a certain type/size/quantity of supplies is needed, Frontex will issue and send to the Contractor a 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.

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

For the 1<sup>st</sup> Order Form, Frontex reserves the right to request the contractor to submit the final design file and/or a physical sample of the item in required colour and with logo/markings. After receiving the design file/sample, Frontex shall issue a written confirmation that it indeed corresponds to Frontex requirements. The production of the main batch shall start only after receipt of this written confirmation. In such case the contractual delivery period would count from the moment when Frontex written confirmation of the design/sample is issued.

### 5.2. Language

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

### 5.3. Delivery

As a general rule the ordered items shall be transported (DDP) and delivered to Frontex Headquarters in Warsaw.

The delivery address is:

Frontex  
Plac Europejski 6,  
00-844 Warsaw - Poland

The delivery shall take place during working hours (Monday - Friday 09:00-17:00 excluding holidays). The exact delivery date and time shall be confirmed with the Frontex contract management personnel at least 48 h before the effective delivery.

The shipment prices indicated within the Financial Offer shall be based on the delivery to Warsaw, Poland.

In exceptional cases, Frontex may require to deliver the items to any other location. In such case the delivery volume(s) and location(s) will be indicated to the Contractor before the signature of the OF and the Contractor shall indicate the costs of shipping within the quotation, as a separate amount. In such case the Contractor will also be responsible to address customs and all import related issues if any.

The packaging should be environmentally friendly. Each delivery box should carry a label with the name and quantity of the delivered product allowing for immediate identification.

The delivery timing shall strictly correspond to the delivery time agreed within the OF.



#### **5.4. 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](mailto:invoices@frontex.europa.eu)

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

In case the value of the Order Form 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 Order Form and reception of the fiscal invoice. Frontex shall pay the pre-payment fiscal invoice within 30 calendar days after its receipt.

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## 6. Quality monitoring and acceptance procedures

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### 6.1. Warranty

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

### 6.2. Quality monitoring

Frontex will 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 as well as to the quality of the samples provided during the bidding;
- 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 Frontex acceptance.

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, request their immediate replacement (within maximum 30 days) and/or return them at the Contractor's 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.

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## 7. List of Appendixes

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- Appendix 1.1. - Technical Specifications for Winter jacket
- Appendix 1.2. - Technical Specifications for Shoftshell Summer jacket
- Appendix 1.3. - Technical Specifications for Polo-shirt long
- Appendix 1.4. - Technical Specifications for Polo-shirt short
- Appendix 1.5. - Technical Specifications for Sweater/jumper
- Appendix 1.6. - Technical Specifications for Trousers/pants multifunctional
- Appendix 1.7. - Technical Specifications for Winter Cap
- Appendix 1.8. - Technical Specifications for Under-shirt
- Appendix 1.9. - Technical Specifications for Jogging suit jacket
- Appendix 1.10. - Technical Specifications for Jogging suit trousers
- Appendix 1.11. - Technical Specifications for Sports shirt
- Appendix 1.12. - Technical Specifications for Sports shorts
- Appendix 1.13. - Technical Specifications for Basecap
- Appendix 1.14. - Technical Specifications for Socks winter thermo and Socks summer/sport
- Appendix 1.15. - Technical Specifications for Gloves
  
- Appendix 2.1. - Technical Specifications for Half-boots (all season)
- Appendix 2.2. - Technical Specifications for Backpack (25 liter)
- Appendix 2.3. - Technical specifications for Transportation bag/duffel bag
- Appendix 2.4. - Technical specifications for Belt
  
- Appendix 3.0. - Sample of Frontex logo and marking