

## Framework Contract

**Leasing or long-term lease of vehicles and associated services for Frontex operational activities**

**Lot 1: Four-Wheel Drive/Automatic Wheel Drive vehicles with off-road capabilities**

**Lot 2: Multi-Purpose Vehicles (MPV)**

## Term of Reference

**Annex II to the Invitation to Tender no  
Frontex/OP/658/2020/RS**



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## 1. Definitions

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Acronyms and terms	Definition
ABS	Antilock Braking System
AT, A/T	All-terrain tires designed to offer enhanced traction on all kinds of surfaces, including on and off-road
AWD	All Wheel Drive
Bluetooth	Bluetooth is a wireless technology standard used for exchanging data between fixed and mobile devices over short distances using short-wavelength UHF radio waves in the industrial, scientific and medical radio bands, from 2.402 GHz to 2.480 GHz
CA	Contracting Authority
CM	Contract Manager
DDP	Delivered Duty Paid (Incoterms® 2020)
DOT	DOT Code is an alphanumeric character sequence moulded into the sidewall of the tire and allows the identification of the tire and its age; the code is mandated by the U.S. Department of Transportation but is used worldwide
EEA	European Economic Area
ESC / ESP / DCS	Electronic stability control (ESC) or electronic stability program (ESP) or dynamic stability control (DSC) - electronic control function for a vehicle which improves the dynamic stability of the vehicle (Article 3 of Directive 2007/46/EC)
EU	European Union
EURO 6	Euro 6 (2014) for light passenger and commercial vehicles - 459/2012/EC
FCM	Frontex Contract Manager
Four-Wheel Drive	Two-axle vehicle drivetrain capable of providing torque to all of its wheels simultaneously and relies on a transfer case to distribute the engine's torque between the two axles.
Frontex	European Border and Coast Guard Agency
FWC	Framework Contract
GPS	Global Positioning System
GVW / GVM	Gross Vehicle Weight (GVW) or Gross Vehicle Mass (GVM) is the maximum operating weight/mass of a vehicle as specified by the manufacturer including the vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers and cargo but excluding that of any trailers.
HDC	Hill descent control (HDC, or hill mode descent control) is a driver-assistance system that allows a controlled hill descent in rough terrain without any brake input from the driver
HP	Horse power
Hybrid electric	A vehicle with at least two different energy converters and two different energy storage systems (on vehicle) for the purpose of vehicle propulsion - art. 3 of REGULATION (EC) No 715/2007 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 June 2007 on type approval of motor vehicles with respect to emissions from light passenger and commercial vehicles (Euro 5 and Euro 6) and on access to vehicle repair and maintenance information <sup>1</sup>

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<sup>1</sup> <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32007R0715>

Km	Kilometre/s
kW	Kilo Watt/s
LED	Light-emitting diode (LED) is a semiconductor light source that emits light
MS	A Member State of the European Union
OF/OFs	Order Form/Order Forms
Off-road vehicle	Type of vehicle describe as Off-road vehicles (symbol G) by the Annex II of the DIRECTIVE 2007/46/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 September 2007 <sup>2</sup> as well as a type of vehicle which is capable of driving on unsurfaced roads or tracks, made of materials such as sand, gravel, riverbeds, mud, snow, rocks, and other natural terrain
PDF	Portable Document Format
RPM	Revolutions per minute as unit of rotational speed for engine
SAC	Schengen Associated Country
SBS	Seat-belt reminders - system that detects the presence of occupants on front and rear seating positions and monitors their belt status. In order to encourage seat belt use, an audible and/ or visual warning is issued if occupants are not wearing a seat belt
SC	Standing Corps - European Border and Cost Guard Standing Corps
SO/SOs	Specific Order/Specific Orders
SUV	Sport utility vehicle (SUV) is a car classification that combines elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive
TCS	Traction Control System
ToR	Terms of Reference
TP	Theft Protection
TS	Tender Specification

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<sup>2</sup> <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32007L0046>

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## 1. General Information

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### 1.1. General information on Frontex

The European Border and Coast Guard Agency - Frontex (hereinafter referred to as “Frontex” or “Contracting authority”) is governed by Regulation (EU) 2019/1896 of 13 November 2019 on the European Border and Coast Guard (OJ L 295, 14.11.2019, p. 1).

The above-mentioned regulation provides the Agency with a reinforced mandate and increased competences compared to Regulation (EU) 2016/1624, such as the European Border and Coast Guard Standing Corps (the EU’s first uniformed service).

Since the beginning, Frontex 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.

In pursuit of this goal, Frontex plans, coordinates, implements and evaluates joint operations conducted using Member States’ staff and equipment at the external borders of European Union.

The Regulation (EU) 2019/1896 laid down that the Agency to shall contribute to an efficient, high and uniform level of border control and return including by setting up a technical equipment pool to be deployed in joint operations, rapid border interventions and in the framework of migration management support teams, as well as in return operations and return interventions.

In addition, the Regulation (EU) 2019/1896 defines the composition of the technical equipment pool into equipment owned either by the Member States or by the Agency and equipment co-owned by the Member States and by the Agency for its operational activities. In the same time, the EU Regulation provisions, ensures the legal basis for Frontex to develop its own operational capacity by acquiring itself or in co-ownership with a Member State or to lease technical equipment for external border control in accordance with the financial rules applicable to the Agency.

The seat of Frontex is Warsaw, Poland, as laid down in Article 93(5) of Regulation (EU) 2019/1896. A Headquarters Agreement has been concluded between Frontex and the Republic of Poland.

Further information about Frontex can be found on the Agency’s web site [www.frontex.europa.eu](http://www.frontex.europa.eu).

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## 2. Scope

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The scope of this supply contract is the provision of vehicles through operational leasing without an option to buy or long-term lease without an option to buy, including the provision of services as mentioned in Section 3 below.

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## 3. Subject

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The objective of this contract is to provide Frontex (the contracting authority) with vehicles with a comprehensive range of services as, but not limited to:

- full insurance (including collision, casualty, liability, theft and other physical damages - other than collision or theft);
- green cards;
- Assistance package for cars which includes:

- Assistance, towing up to 1200 km (Europe, Poland),
- Replacement of a car up to 10 days (accident or theft) and up to 5 days (breakdown),

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 is identified, according to the terms and conditions described here below.

All the information provided in this document, its annexes and other related documents shall be taken into consideration by the Tenderers in their offers and by the Contractor during the contract’s lifecycle.

Where reference is made to a particular item, source, process, trademark, or type in this ToR then all such references are to be given the meaning generally understood in the relevant industry and operational environment. Moreover, considering the multitude of terminologies used by the industry to describe similar technical functions of the vehicles, the tenderers are encouraged to explain and describe this terms in the offer documents as requested by the Tender Specifications (Annex I).

### 3.1. Structure of the contract

The tender is divided into two lots, as follow:

**Lot 1 - Four-Wheel Drive/AWD vehicles with off-road capabilities** - for operational activities of Frontex;  
**Lot 2 -Multi-Purpose Vehicles (MPV)** for personal transportation.

This document defines terms and conditions for 2 year lease period of vehicles. The ownership of the vehicles remains with the Contractor for the entire lease period and after expiry of the contract.

### 3.2. Type of contract

This contract is designed to be a single framework contract (FWC) for operational leasing without an option to buy or long-term lease without an option to buy leasing of 4WD/AWD cars with off-road capabilities for patrolling purposes and MPV cars for personal transportation.

### 3.3. Estimated contract volume

The FWC established following this procurement procedure shall cover the purchase of the service vehicles, which is intended to be used by the Standing Corps officers in the execution of their duties.

The Contracting Authority estimates that the expenditure to be covered by the proposed Framework Contract may amount maximum to:

- Estimated total budget and number of cars intended to be purchased for the duration of the contract is:
  - Lot 1 (4WD/AWD): ca. 50 (fifty) vehicles - Budget 3,5 M€;
  - Lot 2 (MPV): ca. 20 (twenty) vehicles - budget 1,5 M€.

The contract will be implemented through the means of Order Forms, as described in Section 9 of these Terms of Reference. The 1<sup>st</sup> Order Form is estimated to be placed shortly after the signature of the FWC (within 2 weeks) possibly with the maximum number of units encompassed by the contract.

The above mentioned quantity is indicative and cannot be considered as automatically constituting any form of commitment by Frontex unless otherwise specified.

As a general rule the delivery place for the vehicles will be Warsaw. Exceptions from this rule are envisaged in point 9.3 Delivery of these Terms of Reference.

The vehicles leased under the two lots will be used in all Europe.

Terms and conditions for acquisition of the services are described here below and are valid for all lots, unless specified differently.

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## 4. Description of the assignment

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### 4.1. Contract management personnel

#### 4.1.1. Contractors' personnel

The Contractors shall be responsible for providing all necessary personnel to ensure the satisfactory performance of its obligations under the FWC and shall supervise and be fully responsible and liable for all the services performed by its personnel and for their compliance with the terms and conditions of the FWC.

The Contractor shall identify a contract manager within its organisation who will represent a single contact point for all contractual matters, administrative and operational communication with the contracting authorities. All the correspondence related to the FWC (including the implementation of the OFs) will be addressed through and to the contract manager.

#### 4.1.2. Frontex personnel

For the proper implementation of the FWC and the OFs Frontex will nominate a Frontex Contract Manager (FCM), who will act as a single contact point for all contractual matters, administrative and operational communication with the contracting authorities. All the correspondence related to the FWC (including the implementation of the OFs) will be addressed through and to the contract manager.

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## 5. Requirements

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The service must comply fully with the Technical Specifications set out in the bidding dossier and conform in all respects with the quantities, models, measurements, quality standards and other instructions.

### 5.1. General Requirements

The vehicle shall comply with all relevant EU legislation and must fulfil the requirements of the DIRECTIVE 2007/46/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles<sup>3</sup> and of the Regulation (EC) No 661/2009 of the European Parliament and of the Council of 13 July 2009 concerning type-approval requirements for the general safety of motor vehicles, their trailers and systems, components and separate technical units intended therefor<sup>4</sup>.

The vehicles will be used in all weather conditions in Europe, operated mainly but not exclusively in border areas, often parked outdoor exposed for a long time to different weather conditions.

All the technical information provided shall be in accordance with the manufacturer's declared values and data (any necessary unit conversion shall be mentioned).

All vehicles should have less than 2000 km mileage on the odometer before delivery.

All vehicles shall be delivered with a new, fully charged batteries.

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<sup>3</sup> <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32007L0046>

<sup>4</sup> <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32009R0661>

## 5.2. Registration of vehicles

The vehicles shall be delivered to Frontex, registered in one of the EU MS. Since the Contractor will remain the owner of the vehicles during the entire lease period licence plates from the country where the contractor is exercising its activities is acceptable.

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## 6. Minimum technical requirements

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All services rendered for the leasing or long-term lease of vehicles for Frontex operational activities shall meet the minimum technical requirements set out within the present Terms of Reference.

The vehicles will be leased under the following conditions:

- a) Estimated average mileage per vehicle per year is 30 000 km/vehicle. In the event that the annual mileage for a vehicle goes beyond the threshold of 30 000 km the Contracting Authorities shall agree with the contractor on the extra cost to be paid;
- b) No limit on the number of drivers;
- c) No restrictions for travelling abroad.

### 6.1. Lot 1 - 4WD/AWD vehicles with off-road capabilities

#### 6.1.1. Type and specifications

The vehicle/s shall be:

- Four-Wheel drive (or AWD) vehicle;
- Left hand drive model;
- 4+1 doors;
- seating capacity of at least 5 people
- Year of manufacture - preferably the same as the year of placing the OF, but in any case not earlier than the year preceding the year of placing the OF;

#### 6.1.2. Body and dimensions

- External width (excluding side mirrors)  $\geq$  1750 mm;
- External length  $\geq$  4450 mm;
- External height between 1600 mm - 1950mm;
- Luggage space volume (seatbacks raised):  $\geq$  450 litres.
- Body colour: light metallic silver - considering the potential request for a fast delivery the contract authority can accept, based on a previous formal approval, a professional full vehicle wrap with premium metallic silver colour film. However, in special circumstances the CA can request a different colour available among the free of charge in the vehicle colour range.

#### 6.1.3. Engine and transmission

- Petrol engine/petrol supported by electrical engine (Plug-in hybrid electric is accepted);
- Category of emissions of exhaust - min. Euro 6;
- Engine:
  - Displacement (cc):  $\leq$  3000 cm<sup>3</sup>;
  - net power:  $\geq$  110 kW;
  - torque:  $\geq$  200 Nm
- Manual or automatic gearbox (min. 5 gear + reverse).

#### 6.1.4. Wheels and tires

- a) Steel or aluminium alloy wheel rims 16", 17" or 18";
- b) Spare wheel with full size tyre identical to other wheels;
- c) Premium brand All Terrain (AT, A/T) tyres (DOT not older than 1 year at the delivery time);
- d) The speed/load index of the tire shall be conforming to the max speed/weight of the vehicle.

#### **6.1.5. Off-road performance**

- a) Approach angle  $\geq 18$  degrees;
- b) Departure angle  $\geq 15$  degrees;
- c) Ground clearance  $\geq 200$  mm (adjustable suspension will be taken into consideration);
- d) Hill start assistance or control system or similar;
- e) Off road performance improving electronic system or similar;

#### **6.1.6. Safety and security**

- a) Power assisted steering;
- b) Anti-lock braking system (ABS) or equivalent;
- c) Electronic stability control (ESC) or electronic stability program (ESP) or dynamic stability control (DSC) or equivalent;
- d) Cruise control system;
- e) Front and side airbag system;
- f) All seats must be fitted with 3 point adjustable safety seatbelts and height adjustable head restraints;
- g) Seat-belt reminders (SBS) or similar (minimum for front seats);
- h) Exterior mirrors (side mirrors): heated, power and adjustable;
- i) Anti-theft system (alarm system and/or key immobilizer);
- j) Central locking and remote control system.
- k) Front and rear parking sensors or similar system (sensor system shall give the distance information with audible alarms as minimum);
- l) LED headlights;
- m) Automatic headlights levelling system;
- n) Third brake light;
- o) Fog lights front and rear.

#### **6.1.7. Interior comfort specifications**

- a) Adjustable steering wheel, in terms of height and depth;
- b) Air Condition electronic adjustment or similar;
- c) Front seats adjustable electrically or manually in terms of height and depth;
- d) Integrated car navigation system, including the whole road map of Europe;
- e) Sound system with Bluetooth phone integration system and USB options;
- f) Electric powered windows (front and rear);
- g) Durable upholstery on seats in dark colour;
- h) Rubber floor mat set for front/rear seats;
- i) Rubber floor mat cover for luggage compartment.

#### **6.1.8. Electrical system**

- a) The electrical system is to have the battery/alternator supplied in the largest capacity available for the particular model. The battery is to support (if needed) the installation of communication equipment such as VHF/UHF/HF radios, GPS, satellite telephones, etc.;
- b) Electrical outlet (12V) front and back;
- c) Minimum 1 USB power socket.

#### **6.1.9. Equipment**

- a) Towing possibility;
- b) Tow rope and front/rear shackles to connect the tow rope;
- c) Front and rear mud flaps;
- d) Car-jack and tools set;
- e) Vehicle First-aid kit;
- f) Warning triangle set;
- g) Highly visible safety vest;
- h) Fire extinguisher.



- i) Tyre inflation kit.

## **6.2. Lot 2 - Transportation Vehicles - MPV or minivan for transportation of people**

### **6.2.1. Technical specifications**

The vehicles shall be:

- MPV (multi-purpose vehicle) type body;
- 5 seats minimum;
- Left hand drive model;
- 4+1 doors;
- Year of manufacture - preferably the same as the year of placing the OF, but in any case not earlier than the year preceding the year of placing the OF.

### **6.2.2. Body and dimensions**

- External length  $\geq 4400$  mm;
- External width (excluding side mirrors)  $\geq 1800$  mm;
- Luggage space volume (second seatback row raised or in 5 seats mode for the 7 seats models)  $\geq 420$  litres;
- Body colour: light metallic silver - considering the potential request for a fast delivery the contract authority can accept, based on a previous formal approval, a professional full vehicle wrap with premium metallic silver colour film. However, in special circumstances the CA can request a different colour available free of charge in the vehicle colour range.

### **6.2.3. Engine and transmission**

- Petrol engine/petrol supported by electrical engine (Plug-in hybrid electric is accepted);
- Category of emissions of exhaust - Euro 6<sup>5</sup> or superior;
- Engine:
  - Engine capacity:  $\leq 2000$  cm<sup>3</sup>;
  - net power:  $\geq 80$  kW;
- Automatic or manual gearbox (minimum 6 speeds + reverse).

### **6.2.4. Wheels and tires**

- Steel or aluminium alloy wheel rims 16", 17" or 18";
- Spare wheel with full size tyre identical to other wheels;
- Premium brand All Seasons tyres (DOT not older than 1 year at the delivery time);
- The speed/load index of the tire shall be conforming to the max speed/weight of the vehicle.

### **6.2.5. Safety and security**

- Power assisted steering;
- Anti-lock braking system (ABS) or equivalent;
- Electronic stability control (ESC) or electronic stability program (ESP) or dynamic stability control (DSC) or equivalent;
- Cruise control system;
- Front and side airbag system;
- All seats must be fit with 3 point adjustable safety seatbelts and height adjustable head restraints;
- Seat-belt reminders (SBS) or similar (minimum for front seats);
- Exterior mirrors (side mirrors): heated and adjustable;
- Anti-theft system (alarm system and/or key immobilizer);
- Central locking and remote control system;

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<sup>5</sup> Regulation (EC) No 715/2007 of the European Parliament and of the Council of 20 June 2007 on type approval of motor vehicles with respect to emissions from light passenger and commercial vehicles (Euro 5 and Euro 6) and on access to vehicle repair and maintenance information.  
<https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32007R0715>

- Front and rear parking sensors or similar system (sensor system shall give the distance information with audible alarms as minimum);
- LED headlights;
- Automatic headlights levelling system;
- Third brake light;
- Fog lights front and rear.

#### **6.2.6. Interior and comfort**

- Adjustable steering wheel, in terms of height and depth;
- Front and back zone climate control (Air Condition electronic adjustment or similar)
- Front seats adjustable in terms of height and depth;
- Integrated car navigation system, including the whole road map of Europe;
- Sound system with Bluetooth phone integration system and USB options;
- Electric powered windows (front);
- Durable upholstery on seats in dark colour;
- Rubber floor mat set for front/rear seats;
- Rubber floor mat cover for luggage compartment.

#### **6.2.7. Electrical system**

- The electrical system is to have the battery/alternator supplied in the largest capacity available for the particular model. The battery is to support (if needed) the installation of communication equipment such as VHF/UHF/HF radios, GPS, satellite telephones, etc.;
- The Contractor shall support and advise the Contracting authority, for the entire contract period, in the process of adaptations of the vehicles to the operational requirements, such as installing of radio communication equipment or additional antenna installation, fleet management control units (telematics) or others needed, in order not to cause the loss or any limitation of the rights resulting from the manufacturer's warranty;
- Electrical outlet (12V) front and back;
- Minimum 1 USB power socket.

#### **6.2.8. Equipment**

- Towing possibility;
- Tow rope and front/rear shackles to connect the tow rope;
- Front and rear mud flaps;
- Car-jack and tools set;
- Vehicle First-aid kit;
- Warning triangle set;
- Highly visible safety vest;
- Fire extinguisher.
- Tyre Inflation Kit.

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## **7. Technical maintenance for LOT 1 and 2**

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### **7.1. Maintenance and repair services for LOT 1 and 2**

The vehicle will be maintained in accordance with the manufacturer's specifications and instructions, as set out in the owner's manual.

During the vehicles leasing period (24 months) the Contractor will be responsible for the following, and all the cost related to this services shall be included in the monthly price:

#### **7.1.1. Regular maintenance services**

Regular maintenance (which have to be performed according to the manufacturer's maintenance manual) will be performed exclusively in the manufacturer's authorized networks and will be scheduled so that the revision shall be performed in due time.

For this purpose Frontex and Contractor personnel shall communicate at the prescribed deadlines to ensure that the vehicles are scheduled (by the Contractor) for maintenance services and are delivered in due time to the indicated authorised service workshop (by Frontex).

The maintenance has to be guaranteed and possible to do it in each point included in the network of the main brand. Most likely, the contracting authority will ask for the regular maintenance at the place of delivery.

#### **7.1.2. Repairs and replacement of parts throughout the lease lifetime**

This article refers to any repairs and replacement of parts throughout the lease lifetime, due to normal vehicle wear and tear (as specified by the manufacturer in the maintenance and warranty booklet of the vehicle) or as recommended through the periodical technical inspection.

Frontex will notify the Contractor immediately in case a need for repair works is identified outside the periodic maintenance occurrence. Such works shall be executed by the authorised service agreed between the contractual parties. For this purpose Frontex and Contractor personnel shall communicate to ensure that the vehicles are scheduled for maintenance service (by the Contractor) and are delivered at the indicated time to the indicated authorised service workshop (by Frontex). The Contractor engages to facilitate as much as possible the timely execution of the maintenance and repair works by reacting to Frontex related requests within a maximum 3 calendar day period.

#### **7.1.3. Periodical technical inspections and roadworthiness**

This article refers to the periodical technical inspections and endowment (throughout the whole duration of the leasing) with the compulsory safety package (fire extinguisher, vehicle first-aid kit, etc.) according to the current road code, including their replacement if expired.

In this case the Contractor shall:

- track the expiration date of the vehicles' periodical technical inspections,
- communicate with Frontex one month before the prescribed deadlines in order to agree all the details and to ensure that the vehicles will be delivered in due time to the indicated authorised service workshop (by Frontex),
- schedule the vehicles for periodical technical inspections;
- conduct roadworthiness inspections whenever deem necessary.

In the event of problems during the inspection which could delay its realization, which could affect Frontex' activities, the Contractor shall intervene and shall take all necessary steps to remedy the situation.

### **7.2. Other requirements and information to be provided**

- The vehicles must be supplied in running order and equipped to meet all legal requirements to enable them to be driven in area/region of operation where they will be deployed;
- The vehicles shall have no stickers or labels on the car body. The Contractor accepts that Frontex may attach removable stickers to the vehicles containing the Frontex logo for the duration of the contract in order to ensure visibility during its activities.
- The contractor accepts that Frontex, upon prior consent of the contractor, may install electronic or any other equipment (e.g. radio, tracking system module) without affecting the manufacturer warranty or perform unchangeable modifications;
- The tenderer must guarantee that, if during the duration of the FWC the proposed vehicle model would become unavailable, it will be replaced by the model which has at least the same minimum specifications as the original proposed model and that it will be offered at the same conditions;
- Delivery time shall in any case not exceed 150 calendar days from the date of signature of the order/specific order to the date of vehicle/s reception;
- The vehicle must be provided with a full set of manuals (in English) and documentation, service logbook, service schedule and maintenance instructions, as well as any guidance on the specificities of handling and driving the vehicle.

### 7.3. Documentation

The tenderer shall submit after the contract signature in electronic version all the manuals and documentation applicable to the supplies offered in the tender. Such documentation shall cover at a minimum:

- Functional description of the equipment;
- Detailed technical parameters;
- Operational and maintenance manuals;
- Procedures for failure elimination within the basic and the middle level of technical maintenance.

Such manual and documentation shall include as a minimum a user's manual.

The Contractor will assist the Contracting Authority for the duration of the contract with relevant and updated information and supporting documents, if necessary, in matters related to the insurance, maintenance and repairs of the vehicle (e.g. maintenance, insurance and other potential future tender specifications).

Each unit shall be delivered accompanied with the applicable manuals and documentation. The manuals and documentation to be delivered with each supply shall be agreed between Frontex and the Contractor from the list included in the tender and listed in each OF.

The full documentation (included the Owner's and service manuals) must be in English, in a hard copy and in an electronic version.

### 7.4. Insurance and road assistance for LOT 1 and 2

The Contractor will be responsible for insuring all the vehicles and issuing the Green Cards. The insurance coverage shall include vehicles licensed for out of road use and shall cover the following:

- third-party liability insurance;
- Collision Damage Waiver (CDW) with zero-deductible/excess coverage and therefore full coverage of damages caused by collisions including glass, side mirrors, roof, undercarriage, wheels and tyres.
- Loss Damage Waiver (LDW)/Theft Protection (TP) with zero-deductible/excess;
- Roadside assistance:
  - Assistance, towing up to 1200 km (Europe, Poland),
  - Replacement of a car up to 10 days (accident or theft) and up to 5 days (breakdown).

Frontex shall, however not be involved in matters of disputes between the Contractor and the insurers. The direct responsibility for such matters shall fall on the Contractor.

When preparing its Financial Proposal the Tenderers shall bear in mind that the age of Frontex deployed staff using the leased vehicles is not less than 21 and not more than 65.

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## 8. Quality monitoring and acceptance

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### 8.1. Quality control

Frontex will monitor the quality of the vehicles and services provided by the Contractor. Elements that will be monitored include:

- Full compliance with the minimum technical requirements stipulated in this ToR;
- Adherence maximum delivery time and the other deadlines;
- Communication skills and ability to cooperate with users.

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

### 8.2. Acceptance

Based on quality monitoring and control, all vehicles and services delivered under the FWC will be subject to the Frontex acceptance.

Upon delivery of the vehicles and services which are part of the OFs Frontex shall evaluate them and provide the Contractor with written notice of Acceptance, Partial Acceptance or Non-acceptance.

In the event Frontex provided notice of partial or non-acceptance to Contractor, it shall have the continuing right, at its sole option, to:

- refuse to pay any fees or other amounts associated with such and return the supplies concerned to the Contractor at the Contractor costs, or require a new performance of the services concerned;
- accept such vehicles/services 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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## 9. Implementation of FWC

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### 9.1. Indicative implementation of the FWC

The conditions below present the indicative plan for implementation of the FWC, which is not binding on Frontex and may be adapted during the contractual period:

- First OFs are scheduled to be placed shortly after the signature of the FWC (within 2 weeks), as specified in point 3.3 Estimated contract volume in these Terms of Reference;
- Contracting Authority reserves the possibility to require the Contractor to run multiple services at the same time - several OFs to be placed in parallel;

### 9.2. Order Forms implementation process

The FWC shall be implemented by means of Order Forms. A OF template is presented in *Appendix 1 to Annex V - Draft Contract*.

For each service execution Frontex will issue and send to the Contractor a OF, specifying all the necessary details (e.g. quantity, delivery/shipment destination(s), etc.) as well as the contractually agreed time of delivery and exact delivery location/s.

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, it is considered accepted and its execution shall start.

### 9.3. Delivery

As a general rule the supplies shall be delivered DDP (Incoterms® 2020) at Frontex Headquarters storage facility in Warsaw (Poland) within the maximum delivery (lead) time mentioned in the tenderer's offer.

The Delivery (Lead) Time is counted from the moment of acceptance of the Order Form as mentioned above in section 9.2. The Lead Time and the price offered are considered the most important competitive criteria for this tender.

The maximum acceptable delivery (lead) time is 150 calendar days.

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 manager at least 72 h before the effective delivery.

Frontex may also require delivery of the supplies to any other location in EU countries for additional cost at fair market value for the additional services. Such quotations will be analysed individually. In such case the delivery volume(s) and location(s) shall be communicated and agreed with the Contractor before the signature of the OF.

In the above mentioned situation, the contractor shall submit an offer for the delivery of the supplies to the other location(s):

- a) The offer shall be for delivery DDP (Incoterms® 2020) to the other location(s);

- b) The contractor shall provide all necessary evidence that the price offered for the delivery of the supplies is at fair market value;
- c) Frontex may refuse the offer of the contractor and organise the delivery on its own. In this case, the contractor shall deliver the supplies FCA (Incoterms® 2020) at Frontex Headquarters storage facility in Warsaw (Poland);
- d) The price of delivery shall be reimbursed based on the invoice(s) for the actual costs, without any additional fees.

The Contractor will also be responsible for addressing any required custom duties or any other taxes and payments related to the shipment. For delivery in non-EU countries in Europe Frontex will support the Contractor in the custom clearance process.

#### **9.4. Evaluation**

For any OF, the official evaluation of the service delivered will take place at pre-defined milestones, at the start, during the implementation, and at the completion of each OF. It shall be conducted against the quality and/or acceptance criteria.

#### **9.5. Payments**

All prices shall be expressed in EUR and exclude VAT. The prices shall be presented for each lot in line with the price proposal indicated in *Annex IV* - Financial Proposal.

The payments shall be executed by quarterly tranches at the beginning of each quarter, corresponding to the number of vehicles leased within an Order.

Any invoice shall indicate the Frontex' OF number which it refers to and should be sent in PDF format to the following address: [invoices@frontex.europa.eu](mailto:invoices@frontex.europa.eu) .

The request for pre-financing can only be accepted in exceptional, duly justified cases and in any circumstances cannot exceed 20 (twenty) percent of the overall value of the OF.

#### **9.6. Language**

All the documentation delivered within the contract, as well as all the communication, whether written or spoken, shall be in English. The Contractor shall ensure that its personnel as defined in point 4.2.1 Contractor's personnel in the Terms of Reference are fluent in English.