

Annex II to the Invitation to Tender

Frontex/OP/1164/2018/RS

Terms of Reference

**Framework Contract for the provision of fuel cards
and associated services for Frontex vehicles**

1. Acronyms

Acronym	Definition
Associated services	Capacity to buy through fuel cards, oil and lubricant products, windscreen wash liquid and wipers, as well as to pay road, tunnels and bridges tolls, car washing services.
Contractor	A selected company/organization for providing Frontex with the required fuel cards.
Fuel Card	Means a payment card used to purchase fuels and associated services at sales outlets.
Frontex	European Border and Coast Guard Agency
Frontex Point of Contact	Dedicated Frontex staff having administrative rights to conduct administrative functions related to the management of fuel cards issued to Frontex.
FWC	Framework Contract
MS	Member State of the European Union
No-cash transaction	The transaction that involves the not immediate exchange of cash for received products and/or services but rather other means and methods of payment.
Refuelling point	The infrastructure fully equipped for the provision of fuel and associated services and provided with all necessary equipment for accepting agreed method of payment.

2. Introduction to 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.

The key role of Frontex is to develop technical and operational capacity for the implementation of integrated border management at the European Union level; to oversee the effective functioning of border control at the external borders; to provide increased technical and operational assistance to MS through joint operations and rapid border interventions; to ensure the practical execution of measures in a situation requiring urgent action at the external borders; to provide technical and operational assistance in the support of search and rescue operations for persons in distress at sea; and to organize, coordinate and conduct return operations and return interventions.

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

3. Subject

Frontex is seeking to establish a single FWC for the provision of fuel cards and associated services for Frontex vehicles based on no-cash operations, which will be concluded with one economic operator for each Lot, capable of providing services as described in the Terms of Reference and Tender Specifications, under selected Lots (FWC Lot 1, FWC Lot 2, FWC Lot 3) based on different geographic coverage. The economic operators can apply for one two or three Lots.

The FWCs are separate, but identical in terms. The no-cash operation shall be based on any type of electronic tool arrangement or fuel cards provided by the Contractor. The offered electronic tool/fuel cards shall be accepted at all Contractor's refuelling points used by Frontex vehicles.

The successful Contractor shall ensure retail fuel as well as provision of all associated services, as stipulated in these ToR, for Frontex vehicles in selected countries under three Lots.

The no-cash operations shall include access to fuel, as well as to the following associated services which will be considered competitive criteria in the tender evaluation process:

- payment for road, tunnels and bridges tolls and other trip related services.
- basic vehicle accessories directly linked to vehicle operating, such as oil and lubricant products, windscreen wash liquid and wipers, car washing services.



Picture 1. Frontex border of interest for the access of refuelling points

These terms of reference shall become an integral part of the FWC that may be awarded as a result of this open tender procedure.

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.

4. General Requirements

4.1. Scope of the contract

The objective of these single Framework Contracts is to provide Frontex (hereinafter referred to as “Contracting Authority”) with fuel cards and associated services as listed in the paragraphs below, whenever the need arises, according to the terms and conditions described here below.

The following Lots are envisaged to be procured under this Framework Contracts (FWCs) based on the geographic coverage of the services:

Lot 1 - Bulgaria

Lot 2 - Greece (including Lesvos, Chios and Samos)

Lot 3 - Estonia, Hungary, Italy, Latvia, Lithuania, Poland, Portugal, Romania, Slovakia, Spain (including islands)

A tenderer can apply for one or more Lots with separate tenders.

4.2. Start and duration of the framework contracts (applicable to all Lots)

The FWCs will be concluded for a period of 2 (two) years automatically extendable up to four years (formula: 2 years + 1 year + 1 year) unless one of the parties receives formal notification to the contrary at least three months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

Any extensions will be conditioned and limited by Frontex’s mandate, the availability of corresponding budgetary funds and the satisfactory fulfilment of its obligations by the Contractor. The FWC enters into force on the date on which the last party signs it.

The implementation of the FWCs cannot start before its entry into force.

The parties must sign any specific Orders before the FWC expires. On average Frontex intends to issue Specific Orders covering the period of 6 months for the provision of the services.

The FWC continues to apply to such Specific Orders after its expiry. The services relating to such Specific Orders must be performed no later than six months after the expiry of the FWC.

4.3. Indicative budget

The maximum indicative budgets available covering all purchases under FWCs over a period of two (2) years + all potential renewals:

- for Lot 1: 200 000 (two hundred thousand) EUR
- for Lot 2: 200 000 (two hundred thousand) EUR
- for Lot 3: 200 000 (two hundred thousand) EUR

However, this does not bind the contracting authority to purchase for the maximum amount.

Frontex reserves the right to conduct an exceptional negotiated procedure in accordance with Article 11.1. (e) of the Annex I to the Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union (Financial Regulation), repealing Regulation (EU, Euratom) No 966/2012 and Commission Delegated Regulation (EU) No 1268/2012, in order to increase the ceiling of the contract up to 50%, if such a need occurs and the requirements of law are satisfied.

4.4 Frontex fuel needs requirement (applicable to all Lots)

Frontex requirement centres on the need for drivers of Frontex vehicles to simply fill up at a filling station and present a card to enable the transaction. The Fuel Card supplier provides a Fuel Card with a consolidated invoice showing full details of each transaction to Frontex for payment. This detailed management information assists Frontex to control its fleet fuel spend and allocate less time to dealing with administrative tasks Monthly fuel volumes/requirements. Frontex will deploy its own vehicles to the area of operations across EU countries. The fuel consumption will be growing in accordance to increased number of deployed vehicles. It is estimated that the maximum consumption of fuel in 2019 may reach the level of 15,000 litres per month. The currently estimated number of deployed vehicles is 30 (average of 10 vehicle per each Lot). The majority of these vehicles are diesel.

These consumption figures are provided for indicative purpose only. These figures are subject to increase and decrease and may remain the same as the indicated level for an unspecified period. Frontex is not obliged to purchase any minimum or maximum level of fuel. During the contract period, the Contractor is expected to adjust its supply logistics to meet the new requirements.

4.5. Minimum requirements (applicable to all Lots)

The purpose of this paragraph 4.5. is to provide a description of the Minimum or Mandatory Requirements that the Contractor shall make available to all Contracting Authority under the Framework Agreement.

In summary the minimum requirements which the Contractor shall provide are:

- Fuel Card Functionality
- Fraud Prevention
- Customer Service and Account Management
- Continuous Improvement: Delivering Efficiencies and Increasing Performance
- Invoicing and Payment
- Online Management Tool
- Contracting Authority Management Information
- Reporting to the Contracting Authority
- Specific Services (if applicable)

The Contractor shall provide a description of other Optional Requirements which may not be required by the Contracting Authority but which the Contractor may wish to make available to the Contracting Authority.

The Contractor maybe required to provide services in relation to the supply of the Services to Contracting Authority including but not limited to:

- providing a mechanism for the purchase of fuel and associated services via a card;
- providing an Online Management tool;
- configuration of Fuel Cards (at an individual level) as required by the Contracting Authority;
- conforming to the charging structure;
- undertaking any billing requirements;
- undertaking to meet all Contracting Authority requirements as detailed further in any Specific Orders;
- providing a support function to deal with Contracting Authority enquiries and issues;
- complying to all Service Levels and reporting requirements as specified in the Framework Agreement and as defined by the Contracting Authority in any Specific Orders;
- providing a dedicated Project Manager to manage the relationship between Frontex and the Supplier under the Specific Order, to resolve any issues arising from the Framework Agreement and to implement any improvements/innovations during the contracting period;
- complying with the Frontex's Management Charge/Levy requirements.

4.6. Fuel Card functionality

The Contractor shall provide fuel cards, on a covert basis, that allow for the purchase of the following products when available at sales outlets: fuel products, lubricant products and car washing services and other associated services. The Contractor shall undertake all necessary measures to ensure that fuel cards with daily limit in transactions are accepted by identified refuelling points. The Contractor shall ensure that the fuel shall be only provided to Frontex fleet of vehicles whose registration plate and type of fuel are specified on the card.

The fuel purchased by the fuel card must comply with the following specification:

- Unleaded Petrol conforming to EN 228;
- Diesel Fuel conforming to EN 590.

Each fuel card shall contain information based exclusively on data provided by Frontex. Frontex shall provide to the Contractor information on Frontex vehicle registration plates required by the printing Fuel Card system as per agreed format.

Frontex shall be enabled to request and obtain fuel cards and to activate them electronically at any time with no additional charges.

The Contractor shall not be allowed to suspend any fuel card issued to Frontex vehicles without prior authorization by Frontex.

The refuelling point personnel shall verify that the card is used in compliance with the contractual rules proving that the vehicle registration plate number is the same as the one printed on the fuel card.

Fuel Cards are to be accepted at a geographically dispersed range of forecourt and fuel outlets. The successful provider must have this facility and should detail the quantity and geographical range of the available service stations in their response.

4.7. Fraud prevention

All Fuel Cards must have sufficient security features and controls in place to deal with fraud, stolen cards etc. The Contractor shall immediately inform Frontex Contract Manager (FCM) on any irregularity in the use of Frontex fuel card found.

The Supplier shall implement a lost and stolen fuel card hotline facility for Contracting Authority which must be available 24 hours a day, 7 days a week, and 365 days a year.

This could be via a telephone and or internet facility. The Supplier's facility shall, as a minimum, be able to report the following:

- lost or stolen fuel cards;
- security breaches; and
- suspected fraud, theft, misuse or unauthorised use.

The Supplier shall investigate and take appropriate action immediately when a security breach or suspected fraud is reported. This includes deactivating an End User's account and confirming to the Contracting Authority that deactivation has taken place.

The Supplier shall ensure that all written communications (including email) between the Supplier and the Contracting Authority and/or End User are secure.

The system of avoiding unauthorized use of the fuel cards shall be put in place at each refuelling point accepting the fuel cards, and shall be under the Contractor's responsibility. Fuel Cards should be issued in a timely manner and lost/stolen cards should be replaced as soon as feasibility possible.

The Supplier shall implement anti-fraud measures to ensure the safe delivery of fuel cards in accordance with the Framework Agreement and any subsequent Specific Orders.

4.8. Customer Service and Account Management

The Contractor shall maintain an internal system of adequate controls and be maintained in accordance with good business practices. The Contractor shall maintain detailed records of all transactions, supported by daily accounting reporting.

The successful Provider must be able to provide an online system for management of the Fuel Card Services. This should have the facility and flexibility to produce reports relating to the Fuel Card usage, cost, date etc. As part of tender submission it will be asked to detail in full this facility.

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

During the implementation of the FWC the Contractor shall nominate a dedicated Contract Manager (CM) and an alternate one, for all contractual matters, regardless of the size of the Fuel Card Programme. The CM will act as a single contractual contact point. All the correspondence related to the FWC will be addressed to him/her. The Contract Manager or authorized alternate shall have the appropriate authority to make prompt decisions and solve issues related to the performance of the Contract.

The Supplier shall provide a Customer Service Help Desk, at least from Monday to Friday 08:00 hours to 18:00 hours for the Contracting Authority (regardless of the size of the Fuel Card Programme) to cover, but not limited to:

- responding to queries made by a Contracting Authority or a potential Contracting Authority in relation to a Fuel Card Programme; and
- at the request of an authorised official, resetting credit and usage limits and making amendments to card controls for a Contracting Authority.

4.9. Continuous Improvement: Delivering Efficiencies and Increasing Performance

The Supplier shall comply with ongoing continuous improvement requirements in accordance with the Framework Agreement and any subsequent Specific Orders. The delivery of printed Fuel Cards shall be provided by the Contractor to the place/address specified by Frontex. The Contractor will be responsible for the delivery of requested fuel cards within ten (10) working days from the day the Specific Order is issued.

4.10. Invoicing and Payment

The Supplier shall provide electronic invoicing in accordance with the Contracting Authority's requirements. This may include the uploading of data feeds in specific formats into a Contracting Authority's finance system to enable invoice settlement by way of email or some other data secure system. This may include information detailing all transactions on an End User's fuel card processed during the agreed monthly invoicing cycle. The Supplier shall provide these data feeds to the Contracting Authority in the format specified by the Contracting Authority.

Invoice Data. At a minimum, the following data must be included in each invoice:

- Date and time of the purchase;
- Location and name of the refuelling point;
- Fuel card number;
- Product or fuel type provided;
- Quantity of the product and amount in Litres purchased;
- Pricing and cost data (cost per litre);
- Vehicle fleet number/Registration number;
- Odometer reading.

Invoice submission: Within ten (10) working days after the end of the month, the Contractor shall submit the invoice and associated records are ready. The invoice must contain the data as indicated in the above paragraph and should be structured as request by Frontex. The invoice must be supported by Fuel Delivery records electronically. Other supporting documentation might be requested by Frontex as it deems necessary.

Ordering details will be provided on individual Specific Orders. Payments shall be authorised and made by the Frontex for fuel, oils, lubricants¹ and all other associated services on monthly basis ex-post, according to the actual consumption.

4.11. Online Management Tool

From the date specified in the Specific Order, the Contractor shall provide a secure Online Management tool which, as a minimum standard, meets the requirements listed below:

- compatible with Internet Explorer, Windows and Safari;
- password protected;
- has https and ssl encryption;
- does not need any additional software and/or hardware;
- able to download data in excel or csv format;
- is fully auditable and data is available for up to six years;
- has a defined hierarchical account structure that enables reporting across the Contracting Authority's organisation;
- allows Contracting Authority's programme administrators the ability to produce bespoke reports from the data available;
- allows data to be backed up and held securely;
- able to identify spend on End User's fuel cards;
- provides online invoicing and supporting information.

4.12. Contracting Authority Management Information

From the date specified in the Specific Order, the Supplier shall provide to the Contracting Authority's staff with access to the secure Online Management tool. The Online Management tool must provide Contracting Authority's programme administrators with access to data that is captured when a transaction is processed, which as a minimum standard, includes the requirements listed below:

- the Contracting Authority's account number;
- fuel Card details - unique card number, name or vehicle registration;
- total cost of each transaction;

¹ All oils, lubricants and associated products are to be of a recognized commercially acceptable and International Standard and are to conform to the requirements of one or more of following authorities: i) The European Automobile manufacturers Association; ii) The British Standard Institute.

- transaction date;
- locations of transactions; and
- merchant identification number and postcode.

The Supplier shall provide data in the format requested by the Contracting Authority.

To help Frontex manage its Fleet operations effectively, the Supplier shall provide to Frontex information on fuel transactions as follows:

- the data shall be provided for on a weekly basis and be made available in electronic format;
- the refuelling data stored at the service provider technical storage facilities shall remain the property of Frontex and must be available for the period of six years.

4.13. Reporting to the Authority

Frontex shall be enabled by the Contractor to online read-only access of all records related to fuel transactions and activities associated to fuel cards issued to Frontex vehicles.

4.14. The Services - Optional Requirements

The following paragraphs provide a description of the Optional Requirements that the Supplier may wish to make available to the Contracting Authority throughout the term of the Specific Order.

If required by the Contracting Authority, the Supplier shall ensure that the:

Online Management tool provides a Contracting Authority's programme administrators with direct access to all management information data that is captured when a transaction is processed. These facilities will be available from the Specific Order commencement date. The additional data required includes, as a minimum:

- cost per litre per transaction;
- quantity of fuel drawn per transaction;
- type of fuel; and
- mileage reading of vehicle.

Programme administrators have the ability to produce bespoke reports from the complete data set across the full range of available data.

The Online Management tool also has the following functionality from the Specific Order commencement date:

- ability to order new and replacement fuel cards;
- ability to cancel fuel cards that are no longer needed;
- mileage capture;
- fuel efficiency;
- site directory; and
- online invoices where requested.

The Contractor shall allow fuel cards to be used to purchase the following associated services where available (if this is an option that the Supplier can provide);

- pay roads, tunnel and bridges tolls,
- car wash;
- lubricants;
- oil;

- screen wash;
- tyres and
- other (to specify)

The Contractor shall provide the following additional services within its Fuel Card Programme:

- paper invoices to be delivered by a secure delivery method - if requested by Frontex;
- controls on fuel cards for purchases other than fuel so they can be configured in accordance with the Contracting Authority's policy.

Frontex may require an ongoing managed service for its fuel card programme until the expiry of the Specific Order. This may include the following:

- distribution of the fuel cards to multiple points of contact, at different addresses, within the Contracting Authority's organisation accompanied by stamped addressed envelopes, fuel card user guides and proof of delivery or receipt;
- recording of returned proof of delivery or receipt and follow up of non-responses;
- provision of a customer support service, 24 hours a day, 7 days a week, 365 days;
- facilitation of an annual data cleanse and fuel card management exercise to monitor fuel card usage, update End User's contact details and confirm that ongoing usage of certain fuel cards is still required; and
- responding to End User requests for the creation of new accounts and additional fuel cards.

Regular interaction with the Frontex Fleet team is in place to ensure that the synergies between fuel cards and fleet are understood and actioned, where

5. Implementation of FWC (applicable to all Lots)

5.1. Implementation process

The FWC shall be implemented by means of Specific Orders (see Draft Framework Contract in *Annex V*).

The parties must sign any Specific Orders before the FWC expires. On average Frontex intends to issue Specific Orders covering the period of 6 months for the provision of the services.

Payments for the fuel will be calculated in accordance with the weekly EU Index per country <https://ec.europa.eu/energy/en/data-analysis/weekly-oil-bulletin> ('Prices with taxes' bulletin file) and based on prices corresponding to the invoice issuing date: *actual volume of litres x index price in EUR + (actual volume of litres x index price in EUR x offered profit percentage)*.

Payments for associated accessories will be calculated based on the actual prices of services at the time of purchase: *actual price of the service + (actual price of the service x offered profit percentage)*. These payments will be claimed on the same invoice together with the fuelling services as described above.

5.2. Language of implementation of the FWCs

All correspondence and documents related to the contract implementation must be in English Language.

5.3. Contract management

5.3.1 Frontex's personnel

For the proper implementation of the FWC, Frontex will appoint a contract manager and will provide the contact details to the Contractor. The contract manager shall ensure the administration of the fuel cards through e-tools put at its disposal by the Contractor. Frontex Contract Manager (FCM) shall be authorized to make decisions within its competences.