

Annex II

Tender no Frontex/OP/767/2020/RS

Terms of Reference

Framework Contract

Provision of fuel cards services and associated services for
Frontex Vehicles:

Lot 1: European Union (excluding Malta and Cyprus)

Lot 2: Montenegro, Serbia and Turkey



1. Acronyms

Acronym	Definition
Associated services	Capacity to buy through fuel cards additional services: e.g. oil, lubricant products, windscreen wash liquid, wipers, as well as to pay road, tunnels and bridges tolls, car washing, ad blue, liquid, coolant, windshield cleaner, winter fuel additive liquid, etc.
Contractor	A selected company/organisation for providing Frontex with the required fuel cards.
Fuel Card	Means a payment card used to purchase fuel and associated services at sales outlets.
Frontex	European Border and Cost 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.
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. Subject

Frontex is seeking to establish a single FWC (for each lot) 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 and FWC Lot 2) based on different geographic coverage. The economic operators can apply for one or two 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 each Lot.

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.

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.

3. General Requirements

3.1. Scope of the contract

The objective of these direct contracts are to provide Frontex (hereinafter referred to as “Contracting Authority”) with fuel cards and optionally with associated services (tolls payments, e.g. oil, lubricant products, windscreen wash liquid, wipers, as well as to pay road, tunnels and bridges tolls, car washing, ad blue, liquid, coolant, windshield cleaner, winter fuel additive liquid, etc.) for Frontex vehicles. The following Lots are envisaged to be procured under this Framework Contracts (FWCs) based on the geographic coverage of the services:

Lot 1 - European Union (excluding Malta and Cyprus)

Lot 2 - Montenegro, Serbia and Turkey

A tenderer can apply for one or both lots with separate tenders.

3.2. Start and duration of the contract

The FWCs will be concluded for a period of 2 (two) years automatically extendable for additional 1 year.

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

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

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

3.3. Indicative budget

The maximum indicative available budget covering the purchases of fuels and all associated costs under this contract over a period of 2 years is:

LOT 1 European Union (excluding Malta and Cyprus) 1,200,000 EUR (1 million and two hundred);

LOT 2 Montenegro, Serbia and Turkey 300,000 EUR (three hundred thousand).

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 (initial estimations applicable to all lots)

The consumption of fuel is linked with the estimated number of vehicles the Agency will have by the end of 2021. This estimation is related to the different activities the Agency is dealing with. The number of vehicles for operational purposes should be increased in the second year of the contract implementation.

Lot 1 - European Union (excluding Malta and Cyprus)

Estimated monthly fuel volumes: in 2021 Frontex fleet will consist of about 80 patrol cars and specialised vehicles which will be deployed in European Union (excluding Malta and Cyprus). The fuel consumption will be growing in accordance to the increased number of deployed vehicles. It is estimated that the average consumption of fuel

will be 120,000 (One hundred and twenty thousand) litres per month. Unleaded Petrol and Diesel vehicles will be used.

These consumption figures are provided for indicative purposes only and they may decrease or increase subject to Frontex operational needs. 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 capacity related to the provision of fuel cards to meet the new Frontex requirements.

Lot 2 - Montenegro, Serbia and Turkey

Estimated monthly fuel volumes: in 2021 Frontex fleet will consist of about 20 patrol cars and specialised vehicles which will be deployed in Montenegro, Serbia and Turkey. The fuel consumption will be growing in accordance to the increased number of deployed vehicles. It is estimated that the average consumption of fuel will be 60,000 (sixty thousand) litres per month. Unleaded Petrol and Diesel vehicles will be used.

These consumption figures are provided for indicative purposes only and they may decrease or increase subject to Frontex operational needs. 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 capacity related to the provision of fuel cards to meet the new Frontex requirements.

4.5. Minimum requirements

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 the Contracting Authority under the contract in provision of services in all countries listed under each Lot.

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

The Contractor has 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;
- undertaking any billing requirements;
- providing a support function to deal with Contracting Authority enquiries and issues;
- remaining available litres listed after each refuelling on bill/receipt
- 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;

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 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.

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;
- 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 system of avoiding unauthorised use of the fuel cards shall be put on 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 feasibly possible.

4.8. Customer Service and Account Management

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

During the implementation of the contract the Contractor shall nominate a dedicated Contract Manager (CM) as point of contact 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 contract will be addressed to him/her. The Contract Manager or authorised alternate shall have the appropriate authority to make prompt decisions and solve issues related to the performance of the Contract.

4.9. 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 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 (associated by vehicle);
- Product or fuel type provided;
- Quantity of the product and amount in Litres purchased;
- Pricing and cost data (cost per litre);
- Vehicle fleet number

Invoice submission: Every two weeks, or at longer intervals, the Contractor shall submit the invoices. Supporting documentation may be requested by Frontex as it deems necessary.

4. Implementation of the contract

5.1. Implementation process

Payments for the fuel will be calculated based on the actual prices of fuel at the time of purchase including offered discount percentage and/or additional charges if applicable. These payments will be claimed on the invoice for the fuelling services and associated services (e.g. payment of tolls, car washing, etc.) as described above.

5.2. Language of implementation of the contract

The English language will be the official language for communication. - All correspondence and documents related to the contract implementation must be in English Language. The presence of an English speaker has to be ensured also for customer services and in case of contact with Frontex.

5.3. Contract management

5.3.1 Frontex 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 authorised to make decisions within its competences.