

# Framework contract for deliveries of ICT equipment, spare parts and accessories

Annex II to invitation to tender  
Terms of Reference  
Frontex/OP/238/2017

## **1. General information**

### **1.1. Subject**

Subject of the contract is provision of ICT equipment, spare parts and accessories covered by the general list of product's categories attached in Annex 1.

The specific list of products which must be proposed by Tenderer in its proposal is attached in Annex IV to invitation to tender. However, Frontex may in its requests for the specific offers ask for other ICT equipment, spare parts and accessories covered by the list of categories (Annex 1).

### **1.2. Deliveries**

Deliveries in general will be made to Frontex headquarters, currently located at Plac Europejski 6, 00-844 Warsaw. However, the delivery to other EU cities may be requested in the request for specific offers. Normally the whole order must be delivered by means of a single delivery unless specified otherwise.

The supplies will be delivered based on the specific orders issued by Frontex throughout the duration of the contract (draft attached to the Draft contract). Orders will specify the exact items and quantities to be delivered as well as the specific delivery times and destination.

Deliveries, if ordered to Frontex headquarters, shall be delivered to Plac Europejski 6, 00-844 Warsaw at least to the delivery ramp floor or preferably directly to the Frontex storage. The delivery ramp is located on -2 level accessible by lorries of maximum height of 4.5m. The storage places are located on the same level. The corridors leading to storage place are 1.5m wide and 2.2m high on average. The doors openings are 120cm wide and 2.2m high.

For deliveries to other destination than Frontex headquarters, delivery conditions will be agreed separately. All deliveries shall be reported at least 24 hours before the planned delivery. No deliveries outside regular working hours are acceptable unless agreed in written with Frontex.

### **1.3. Contract Manager**

Contractor shall designate the contract manager that will be responsible for execution of the contract and will be the contact person for Frontex.

## 2. Contract implementation

### 2.1. Reopening of competition

The contract will be implemented by means of specific orders issued by Frontex. Each specific order will be awarded through the reopening of competition between Contractors initiated by request for specific offers sent by Frontex to all Contractors.

The request will define:

- the list of articles to be delivered
- the quantity of the articles to be delivered
- exact place of delivery
- maximum delivery time required

The framework contractors shall submit their proposals in reply to the Request for Offers within the deadlines indicated therein. The deadline for offers will depend on the number of articles (not quantities) ordered and will be set by Frontex separately for each Request for Offers. The indicative minimum deadlines are as follows:

For 1-3 articles - 1 working day

Above 3 articles - 3 working days

All articles offered must be fully compliant with the requirements indicated in the request for specific offers. In case of unavailability of the requested article, due to its end-of-sale or end-of-life, Contractor may propose a replacement article satisfying the same technical requirements. The compliancy of the replacement article with the technical requirements will be a subject of the technical evaluation. Furthermore, if a replacement article will be proposed instead of the one listed in the Request for Offers, while at least one Tenderer proposes an article listed in the Request for Offers, it will be deemed that the replacement is not justified, and this particular article will be considered as non-compliant with the requirements.

All the prices must be quoted in Euro and must be all-inclusive i.e. include all costs aligned with the requested delivery including transportation and delivery costs for deliveries to Frontex headquarters at Warsaw. In case the delivery is requested to be made to other EU city, the delivery and transportation costs shall be priced separately in the offer and will be a subject of the financial evaluation.

For all articles indicated in Annex IV - Financial offer (submitted during the framework contract's tender procedure), the prices quoted in a specific offer must not exceed the prices indicated therein. Therefore, if price for an article exceeds the price indicated in Annex IV - Financial offer this particular article will be considered as non-compliant with the requirements.

The proposals shall be submitted by e-mail, to the address indicated in the request for specific offers, using the financial offer template attached to the request (an example of the template is attached in Annex 2).

### 2.2. Evaluation of specific offers

Specific offers will be evaluated as follows:

#### A. Technical evaluation

Technical evaluation will be based on assessment of the number of articles actually offered in comparison to the number of articles listed in the Request for Offers. Only articles compliant with the technical requirements indicated the Request for Offers will be accepted. Please bear in mind that some proposed replacement items may be considered as non-compliant with the requirements due to reasons explained in chapter 2.1. All items with price exceeding the price indicated in Annex IV - Financial will be considered as non-compliant with the requirements due to reasons explained in chapter 2.1. However, in such a case Frontex may decide to send a request for clarification to the contractor and request correction of the price.

The technical points shall be awarded in accordance to the table above

Percentage of the number of products offered compliant with products indicated in the request for specific offers:	Points awarded
70% - 80%	50
81% - 89.99%	60
90% - 99.99%	80
100%	100

Specific offers which obtained less than 70 points will be deemed to be of insufficient quality and eliminated from further consideration.

Technical Scores shall be calculated for each specific offer based on the following formula:

$$\text{Technical score} = \frac{\text{Total technical score of the evaluated specific offer in the reopening of competition}}{\text{The highest technical score of specific offer earned in the reopening of competition}}$$

#### B. Financial evaluation

Financial evaluation will be conducted on the basis of the total price indicated in the specific offer submitted by the framework contractor.

$$\text{Financial score} = \frac{\text{Lowest Total Price of an eligible offer in the reopening of competition}}{\text{Total Price of the evaluated offer in the reopening of competition}}$$

#### C. Final evaluation

The specific order will be awarded to the framework contractor who have received the highest final score in the final evaluation. The final score will be calculated as follows:

$$\text{Final Score} = 30 \times \text{Technical score} + 70 \times \text{Financial score}$$

The results of each evaluation shall be communicated only to the contractors which have submitted specific offers.

### 2.3. Specific Orders and payments

#### A. Orders

Frontex, after award of the order will issue a specific order document and send to the selected framework contractor by e-mail to the address indicated in the Contract point I.8 and any other address indicated by the contractor at the time of signing the Framework Contract.

The contractor shall print it out, sign and return via email the signed copy of the order within maximum 3 working days. If the signed order is not delivered to Frontex within this deadline, it will be considered as a refusal of the order. In such a case Frontex may consider awarding the order to the framework contractor, ranked as the second (or third, etc.) in the given reopening of competition.

The delivery is made according to the conditions indicated in the specific order.

#### B. Invoicing and payments

The Contractor shall issue a single invoice per specific order. The Contractor is entitled to issue a final invoice only after receiving a Certificate of Acceptance form (a template is available in Annex 3) issued and duly signed by Frontex's representative. The copy of this form must be attached to the invoice.

In general, payments under the contract will be made after delivery and its acceptance by Frontex, within maximum 30 days from registration of the invoice.

However, a pre-financing payment can be requested by the Contractor in relation to the specific order under the following conditions:

1. the total net value of the specific order exceeds EUR 30 000  
and
2. delivery time is longer than 30 days.

In such a case payment is executed as follows:

- 30% pre-financing on the basis of the counter-signature of the particular specific order by its last party and a pre-financing invoice;
- 70% (in case of paid pre-financing) or 100% on completion of the delivery as foreseen in the given specific order, under the condition that the certificate of acceptance (Annex 3) is signed by Frontex and attached to the final invoice.

### 3. Underperformance

In case the contractor:

- is not respecting its contractual obligations
- is not responding to Orders

it will be recognized as a breach of the contractor's obligations under the contract, therefore Frontex may consequently terminate the framework contract in line with its provisions.

In case the contractor does not respect deadlines for deliveries indicated in the specific order Frontex may decide to apply the financial penalties envisaged in article II.14 of the framework contract (please consult Annex III - draft framework contract).

### 4. Obligation to perform

The conclusion of contract does not impose on the Contractor the obligation to submit a proposal in reply to each request for specific offers; however, Frontex reserves the right to terminate the framework contract with the particular Contractor in the following cases:

- a) in the event the contractor fails to submit the specific proposal for the fifth time,
- b) in the event the submitted proposal is evaluated below the minimum required levels for the fifth time.
- c) delivery deadlines are not respected for the fifth time.

#### Appendixes:

Annex 1 - List of categories covered by the contract

Annex 2 - Example of template of the specific offer

Annex 3 - Acceptance form template