

Annex II

Frontex/NP/201/2019/RS

Terms of Reference

**Acquisition of LiveScan fingerprinting devices for assisting
Bosnia and Herzegovina with the registration of mixed migration
flows**

1. Terms and Definitions

The terms in the table below, appearing either in a complete or in an abbreviated form, when used in this document and its appendices, relating to the Technical Proposal, Financial Proposal and Draft Contract, shall be understood to have the following meaning:

Term	Abbreviation	Meaning
Contractor		The successful bidder of this Contract.
Day		The term means calendar days, unless specified otherwise.
Delivery Duty Paid	DDP	Delivery Duty Paid according to <i>Incoterms 2010</i>
Frontex	FX	The European Border and Coast Guard Agency.
Frontex Headquarters	FX HQ	Frontex premises located at Plac Europejski 6, 00-844 Warsaw, Poland.
Instrument for Pre-Accession Assistance	IPA	Instrument for Pre-Accession Assistance (IPA) replaces a series of European Union programmes and financial instruments for candidate countries or potential candidate countries, namely PHARE, PHARE CBC, ISPA, SAPARD, CARDS and the financial instrument for Turkey. IPA 2014-2020 ("IPA II") legal framework and financial assistance are under the responsibility of DG Neighbourhood Policy and Enlargement Negotiations, with the exception of cross-border cooperation between Member States and IPA countries.
Regional Support to Protection-Sensitive Migration Management in the Western Balkans and Turkey - Phase 1	IPA II Project	Project led by Frontex, financed by IPA (Instrument for Pre-Accession Assistance)
Member State	MS	A Member State of the European Union
Shall, Should, May, Shall Not		The terms shall be used in specification of requirements in line with RFC2119 1
Terms of Reference	ToR	- Terms of Reference
Technical Specifications	TS	Annex II - Technical Specification

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¹ <https://www.ietf.org/rfc/rfc2119.txt>

2. Subject and General Information

2.1. General Information

This document defines the technical specification for the purchase of LiveScan fingerprinting devices.

The description of the minimal requirements, the overview on the quantities per item are specified in this document.

All the information included in this document, its annexes and other referred documents shall be taken into consideration by the Tenderer during the preparation of offer and by the Contractor during the contract's implementation.

2.2. Subject

The subject of the Contract is provision of LiveScan fingerprinting devices including associated services and delivery of devices to locations in Bosnia and Herzegovina, in line with these Terms of Reference.

2.3. Objectives

The objective of this Contract is to purchase LiveScan fingerprinting devices provided by a professional Contractor possessing also the capacity of their maintenance and aftercare services within adequate warranty periods.

Frontex (hereby referred as Contracting Authority) seeks to provide immediate support to Bosnia and Herzegovina for enhancing the registration of the mixed migration flows.

2.4. Background information

The mission of the European Border and Coast Guard Agency (Frontex) is to promote, coordinate and develop the European border management in line with the EU fundamental rights charter applying the concept of Integrated Border Management.

Research and Innovation Unit represents one of the core operational areas of Frontex, as defined by its founding Regulation with the subsequent amendments. For fulfilling its mission, the Agency proactively monitors and contributes to developments in research relevant to the control and surveillance of the external borders, serving as a platform to bring together Europe's border-control personnel and the world of research and industry to bridge the gap between technological advancement and the needs of border control authorities.

2.5. Current Situation

The implementation of the IPA II Regional Programme "Regional Support to Protection-Sensitive Migration Management in the Western Balkans (WB) and Turkey" is on track in all components and interventions. Frontex Research and Innovation Unit is responsible for Intervention 2 of the IPA II Project which focuses on enhancing the capacities of the Western Balkan beneficiary countries in performing the identification and registration of mixed migration flows. The main objective of this Intervention is to ensure that an optimal and EU standardized Identification and Registration process is in place in the Western Balkan region as well as to provide Western Balkan beneficiaries with adequate technical equipment for bridging immediate gaps where required.

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2.6. Target Situation

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The identified need will be covered by the available budget under Intervention 2 of Phase I of the IPA II Programme "Enhancing the capacity and tools in IPA II Beneficiary countries in the Western Balkans to manage the mixed migration flows from the perspective of border control, observing future interoperability with EU/Schengen MS systems and practices and in full respect of fundamental rights".

2.7. Quantity and pricing

Frontex intends to purchase the following quantity of devices: Text removed - Justification 4

Text removed - Justification 5 Livescan fingerprinting devices, as specified in Annex II - Technical Specification. Frontex reserves the right to additionally purchase up to Text removed - Justification 5 Livescan fingerprinting devices for the unit price indicated in the Annex IV - Financial proposal, column 3.

The maximum total amount to be paid by the contracting authority under the contract shall be Text removed - Justification 2 EUR [Text removed - Justification 2 EUR].

3. Minimal technical requirements

This section covers technical requirements for the requested equipment.

3.1. Description of use

Main functions of the devices are described in the Annex II. Text removed - Justification 4

3.2. Technical requirements Text removed - Justification 4

1. The offered equipment shall be compliant with the specific technical requirements provided in the Annex II.
2. The offered equipment shall be brand new and shall come from the official distribution channel. The offered equipment cannot be a prototype.
3. The Contractor shall not offer resold units from a different provider or brand, unless duly justified and explicitly approved in writing by the Contracting Authority.

4. Delivery, training, warranty and maintenance

4.1. Delivery

The Contractor will be responsible for the timely delivery of requested devices. The Contractor will also be responsible to address customs and all import related issues if any. The units shall be transported (DDP) and delivered free of cost or taxes.

The delivery on site, installation, testing and operationalization with the Bosnia and Herzegovina national system shall be completed within 90 (ninety) days from the entry contract into force.

The Contractor shall notify the Contracting Authority of the exact date of delivery at least 10 days in advance.

Detailed delivery location(s) in Bosnia and Herzegovina will be indicated by the Contracting Authority upon signature of the Contract.

The Contractor shall monitor the process of the delivery of the equipment and report its status to Contracting Authority.

4.2. Training and manuals

Basic training on the usage of the procured equipment shall be delivered in Bosnia and Herzegovina, should the operability of the delivered equipment be different from similar equipment already in use in Bosnia and Herzegovina.

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The training at each location shall not exceed one working day per location where the devices are deployed. The training shall be delivered in English and delivered free of cost to 4 operators and 1 trainer.

Technical documentation shall be provided at least in electronic format. Paper documentation shall be delivered along with the corresponding units. The training should include interactive user-guidance, manual for operation minimum in English.

4.3. Warranty and maintenance

The warranty period for the equipment shall be minimum 2 years. During the foretold period, in case of incorrect functioning of the equipment, the Contractor is required to propose a corrective action to be undertaken within a maximum of 10 (ten) days.

The warranty shall cover hardware, software or firmware defects not arising from its normal use on the field.

The warranty shall cover hardware as well as software, and their respective upgrades.

5. Quality monitoring and acceptance procedures

5.1. Quality control procedure

For all devices delivered by this contract, the Contractor shall provide the quality certificates. Frontex will monitor the quality of the devices provided by the Contractor. Elements that will be monitored include:

- Compliance of the devices with the Minimum Technical Requirements as described in Annex II of this ToR;
- Quick response to delivery requests and adherence to deadlines and terms stipulated in point 4 of This ToR ;

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.

5.2. Acceptance procedure

Based on quality monitoring and control, all products delivered under the Contract will be subject to the Frontex acceptance.

Upon delivery of the products, Frontex shall evaluate them and provide the Contractor with written form of Acceptance, Partial Acceptance or Non-acceptance signed by two Frontex representatives from the Research and Innovation Unit and the International Cooperation Unit, after installation and testing of the product. The model form is available in Annex I Model of Task / Deliverable Acceptance Form.

In the event Frontex provided notice of partial acceptance 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 products;
- 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.

In case of non-acceptance or partial acceptance of the delivered equipment by Frontex the Contractor shall be obliged to recover it at his expense from delivery location within an indicated deadline, which as a rule shall not exceed 5 working days.

Acceptance of the delivery shall be carried out against the technical criteria detailed in Annex II.

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6. General requirements

6.1. General Terms

The deliverables and requirements shall meet the quality criteria and all the terms and conditions specified in this ToR, as well as goals and approaches are to be followed and respected in this Contract. The tasks requested in this Contract shall be performed in professional manner in accordance with technical norms, standards and procedures based on best professional practice and in the way and at the quality and performance levels not lower than offered by the Contractor in his Technical Proposal.

6.2. Language

All the communication and documentation, both in paper and electronic form and any other deliverables shall be in English (U.K.) and shall adhere to a high standard appropriate for technical documentation, with no ambiguities and no mistakes in grammar or spelling.

6.3. Contract management and communication

The Contractor must nominate a Contract/Project Manager who will be ultimately representing the Contractor as a single contact point vis-à-vis Frontex for the supervision of contract execution, overall performance of the Contractor, change management, information requests and solving issues related to work performed for Frontex. All the contractual correspondence and related coordination will be addressed to the Contract/Project Manager.

Frontex will nominate a Project Manager who will be ultimately point of contact for Contractor for all issues related to execution of the Contract. All the contractual correspondence and related coordination shall be addressed to the Frontex Project Manager.

6.4. Payments and Invoicing

Payments under the Contract shall be made in accordance to below invoicing procedure:

Invoices and the documents accompanying them must be scanned and sent in pdf format (attached to an email) to the following address: invoices@frontex.europa.eu. The invoices shall indicate the Frontex' Contract/Purchase Order number.

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Frontex shall make the payment within 30 days from receipt of the invoice. The Contractor shall have 30 days in which to submit additional information or corrections.

6.5. Other costs

The prices proposed by the Tenderer shall be all inclusive. No additional costs under the Service Contract are eligible. This includes but is not limited to ordering, processing, logistics, communication, secretariat, customs, training, travel and subsistence expenses, tooling and equipment used by the Contractor staff.

6.6. Confidentiality and Intellectual Property Rights

The Contractor shall not publish articles related to the contracted services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

Annex I Model of Task / Deliverable Acceptance Form

Model of Task / Deliverable Acceptance Form

CONTRACT No

Original document - duly signed - to be attached to the invoice

TASK / DELIVERABLE DESCRIPTION

Please give reference to the Terms of Reference and short description of the task or deliverable.

Please describe observations and reservations if any.

In case of Task/Deliverable rejection please detail reasons.

TASK / DELIVERABLE is ACCEPTED / REJECTED

To be filled in by Frontex:

Official responsible for acceptance (in block capitals):		
Date and signature		
Official responsible for final validation (in block capitals):		
Date and signature		

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