

Annex II to the Invitation to Tender

Terms of Reference

Framework Contract for the provision of deployable facilities and associated services

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1. General Information

This document defines terms and conditions to procure deployable facilities and associated services. It describes the minimum requirements for the requested services thus ensuring that the services carried out during the implementation of the contract comply with Frontex requirements.

The terms of references will become an integral part of the contract that may be awarded as a result of this open tender procedure.

The tender is divided into 3 lots per geographical locations:

Lot 1 - Provision of deployable facilities and associated services in Greece

Lot 2 - Provision of deployable facilities and associated services in Spain

Lot 3 - Provision of deployable facilities and associated services in any other country of EU except for Bulgaria and Italy.

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

The Tenderer shall be aware that the services are needed in support to law enforcement operational activities. The main purpose of these activities is linked to the implementation of European integrated border management, in particular the components listed in Article 4 of the Regulation (EU) 2016/1624¹.

2. Background information

Since 2015 Frontex deploys a number of facilities (containers) in the operational locations in Southern Europe.

In 2017 Frontex has deployed 25 containers in Southern Europe and has contractual arrangements for the deployment of additional 12 containers in the case of the operational need, and is foreseeing the growth of at least 45% of the number of the deployed facilities for the future years.

Regarding Lot 1 and 2, the numbers of deployable facilities for years 2015-2017 were:

Greece

- 2015 - 7 deployable facilities (12 months/year);
- 2016 - 13 deployable facilities (12 months/year);
- 2017 - 4 deployable facilities (12 months/year).

Spain

- 2015 - 1 deployable facility (6 months/year);
- 2016 - 1 deployable facility (2 months/year);
- 2017 - 3 deployable facilities (6 months/year).

¹ Regulation (EU) 2016/1624 of the European Parliament and of the Council of 14 September 2016 on the European Border and Coast Guard and amending Regulation (EU) 2016/399 of the European Parliament and of the Council and repealing Regulation (EC) 863/2007 of the European Parliament and of the Council, Council regulation (EC) No 2007/2004 and Council Decision 2005/267/EC.

As Frontex operational activities expand, the needs in deployable facilities shall also continue to expand proportionally. In addition the possibility of changes in political and migratory context are not to neglect as they can provoke urgent new needs at any time.

3. Scope

The purpose of this procurement procedure is to provide Frontex with temporary and rapidly deployable field facilities and associated logistics and maintenance services, as described in the point 4 of these Terms of Reference.

The deployment of these facilities shall be consistent to the terms and conditions of the specific contracts established under the framework contract.

4. Required services

The services to be provided under the contract for deployable facilities and associated services consist of the following elements:

4.1. Provision of deployable facilities

4.1.1 Definitions

- **Accommodation Space:** An area within the deployable facility equipped to accommodate at least 4 persons.
- **Debriefing space** - An area within the deployable facility which separated by removable walls in order to ensure at least 3 rooms equipped with 2 working stations (each) and additional equipment (chairs etc.) for visitors. In order to ensure the privacy separated entrances shall be installed for each room.
- **Deployable facility:** A temporary or movable configuration of space and equipment that provides office or accommodation functionality at a specific site for a limited period of time in a practical way.
- **Deployment:** Provision of a deployable facility, related equipment and associated services including installation, removal, maintenance and cleaning services.
- **Meeting Space:** An area within the deployable facility equipped with meeting facilities for at least 10 people, as well as with ICT support infrastructure.
- **Office Space:** An area within the deployable facility where one or more working stations are placed, different layouts can be requested based on the needs (one large room or separated rooms, one entrance or separated entrances, including security arrangements to ensure the privacy etc.).
- **Sanitary facilities:** An area that includes sanitary equipment (mains services or chemical) such as toilet, shower, lavatories, or ablution blocks, etc.
- **Storage Space:** An area within the deployable space where the deployed staff can store specific equipment relevant to the mission.
- **Technical Space:** An area within the deployable facility where technical equipment which ensures the proper functioning of the deployable space is installed.

4.1.2 Specifications

The deployable facilities may serve as working, living and/or auxiliary spaces:

- **Working:**

- Office space ensuring at least 3 m² per person - 4 persons accommodated in one common office space;
- Meeting space for 10 persons - at least 20 m² (20 persons max - at least 32 m²);
- Debriefing space - a minimum of 3 separated rooms for 2 persons each with removable walls - at least 18 m² (each room at least 6 m²).
- **Living:** social, accommodation and/or dormitory space
 - Accommodation space ensuring at least 9 m² per person.
- **Auxiliary:** sanitary, storage and/or technical space(s)
 - Technical space for IT equipment, air-conditioning, etc. (4m² minimum);
 - Storage space (4 m² minimum);
 - Sanitary facilities (4 m² minimum);
 - Kitchenette (4 m² minimum).

The facilities should offer the required combination of working and living space accompanied with an adequate number of auxiliary spaces.

The facilities will be deployed for a minimum period of 3 months. Every Specific Contract with the duration longer than 6 months may be exceptionally terminated by Frontex by a 2 months justified notice.

4.2. Transportation, installation and removal

4.2.1 Definitions

- **Deployment location:** The geographical location where a facility is deployed and associated services are provided.

4.2.2 Specifications

The provision of the deployable facilities for the contacted period of deployment includes their transportation, installation, re-location and removal.

The contractor shall be in the position to deploy and install any combination of working, living and auxiliary spaces listed in the two previous paragraphs, including:

- Transportation to the deployment location;
- Usage of additional equipment (e.g. telescopic crane);
- Installation of the deployable facilities at the deployment location;
- Relocation of the installed facilities to a new location - no more than 1 relocation per 12 months of deployment shall be foreseen. The area to which the deployable facility shall be relocated may be either in the immediate vicinity of the deployment location (up to 5 km) or in neighbourhood (up to 150 km);
- De-installation and removal of the facilities from the deployment location.

4.3. Equipment and fit-out

4.3.1 Definitions

- **Accessibility:** Possibility to access a specific area for persons who experience disabilities (wheelchair, elderly and/or young people, etc.) and to utilise its facilities in an easy and convenient way.
- **Bedding:** removable and washable portion of accommodation space.
- **Furniture:** Furniture installed at the Working space and the Living space to be used by the deployed staff for the implementation of their duties.

- **ICT support infrastructure:** Communication infrastructure ensured within the deployable facilities for exchange of information over Internet (voice and data).
- **Power supply** - 220V, for each workstation, including wiring, plug-in sockets, internal and external illumination including the possibility to connect an external power supply (generator) if needed;
- **Thermostatically controlled electric heating and air-conditioning:** Indoor and vehicular environmental control with the goal to provide thermal comfort and acceptable indoor air quality.

4.3.2 Specifications

The accessibility of the deployable facilities should be guaranteed in function of their intended use.

The deployable facilities should be equipped in accordance with the specific needs expressed by Frontex before each deployment. This may include the provision of functioning internet connection, power supply, running water, air-conditioning, furniture, accessibility, security installations (e.g. window bars, secure locks), heating and external power supply.

The contractor shall ensure that the deployable facilities are fitted-out with the following items, depending on the type of space requested:

- Furniture: office desk, office chair, foldable chair, meeting room table, beds and lockers, drawer unit, shelf unit, document cabinet, clothes/hat hanger;
- Thermostatically controlled electric heating and air-conditioning;
- Appropriate (e.g. vinyl) floor covering;
- Internal and external lighting and electric power: generator, UPS, plug-in to the national power supply network;
- Insulated walls, roof, floor and external door reducing heat loss;
- Steel window bars;
- ICT support infrastructure;
- ICT equipment - printer, white board, projector, document shredder, scanner;
- Security facilities and equipment: access prevention, fire extinguishers, high security door lock(s);
- Bedding: mattresses, blankets, pillows, bedclothes, towels;
- First aid kit;
- Kitchenette equipment (refrigerator, microwave, coffee machine, etc.);
- always canopies on the doors against rain and snow;
- always 1 refrigerator and 1 coffee machine for container as working space.

4.4. Associated services

4.4.1 Definitions

- **Maintenance:** Maintenance of the facilities and the equipment in order to keep them functional and suitable for use. Maintenance may include repair of damages caused by adverse weather conditions, as well as by acts of vandalism.

4.4.2 Specifications

The associated services aim at maintaining the highest level of living and working conditions by ensuring the deployable facilities remain safe, healthy and with reliable equipment. This may cover standard and exceptional cleaning, refurbishing and repair services.

4.4.2.1 Mandatory associated services for entering the Framework Contract

- Maintenance - on a regular basis according to the manufacturer specification.

4.4.2.2 Not mandatory associated services for entering the Framework Contract

- Cleaning - twice per week;
- Refurbishing and repair - upon request, within 48 hours;
- Exceptional cleaning/disinfection - upon request, within 24 hours;
- Laundry when appropriate - upon request, within 48 hours.

Not mandatory associated services may be offered by Contractor and will be taken into account at the evaluation stage. If offered by Contractor, these services will be ordered by Frontex.

The facilities shall be insured by the contractor (general liability and property damage insurance, theft, vandalism).

4.5. Service delivery

- The Contractor will be responsible for all the logistics related to the deployment of required facilities and the timely delivery of related services.
- The Contractor will also be responsible to address customs and all import related issues.
- Frontex will put the service provider in contact with a designated Point of Contact (PoC) in the country of deployment to facilitate the access to the local authorities and local service providers.
- Before the deployment, the Contractor will have the possibility to perform a field visit to the deployment location to start the preparation for the deployment.
- The start date of the deployment indicated in the Specific Contract stipulates the date when the deployable facilities shall be already installed, fully operational and ready for use.

4.6. Quality requirements

Frontex will monitor the quality of the service provided by the Contractor throughout the lifetime of the contract.

Elements that will be monitored include:

- The speed and agility of responding to requests;
- The adherence to deadlines;
- Communication skills and ability to cooperate with users;
- Ability to document the work;
- Excellent overall aspect (new) of deployable facilities, furniture and equipment;
- Perfect working state of equipment;
- Deployable facility, furniture, equipment fit for purpose;
- Compliance to security and safety standards of the country of deployment;
- Full adherence to conditions, requirements and deadlines of Specific contracts;
- Expert advice and proposal of alternative solutions (e.g. in case of difficulties connected with installation).

The contractor will be immediately informed in case the performance standards are not up to expectations. In case of underperformance Frontex may require an immediate repair of the situation at the costs of the contractor (e.g. repair or exchange of the non-functioning equipment) within a maximum delay of 5 working days.

5. Contract Implementation

5.1. Indicative implementation plan

This Framework Contract will be implemented by the means of Specific Contracts. The following indicative plan is not binding for Frontex and may be adjusted during the contractual period:

- Signature of the first Specific Contract: Q2 2018;
- Estimated number of facilities deployed per year:
 - o Lot 1 Greece - 15 (fifteen);
 - o Lot 2 Spain - 5 (five);
 - o Lot 3 any other EU country except Bulgaria and Italy - 10 (ten).
- More than one Specific Contract may run at the same time.

5.2. Specific Contracts

The Specific Contracts shall be awarded based on the specific proposals submitted by the Contractor for respective Lot in response to Frontex' Requests for Services (see Appendix 1).

Each time a specific service is needed Frontex will invite the Contractor to submit the proposals in the Request and Reply Form (see Appendix 1) for the specific assignment. The deadline for the submission of an offer is 7 (seven) calendar days from receiving a Request for Services.

In case the Contractor requires clarifications after Frontex submitted a Request for Services. Such requests for clarifications shall not be admissible on the last 3 (three) days before the deadline for submitting the specific proposal. Frontex will provide clarifications without delay. Unless the clarifications imply modification of the initial request for services, the deadline for submitting proposals shall not be extended.

The Contractor must sign the Specific Contract within 5 (five) working days of its receipt. Once the Specific Contract is signed by both parties, the provision of the service shall start within the timeframe indicated therein.

5.3. Contact points

The Specific Contracts shall indicate one or several contact points, including full contact details, for the timely implementation of services and any related issues.

5.4. Prices and payments

All prices shall be in Euro, excluding VAT.

The payments for each specific contract shall be executed as follows:

Advance:

- Upon signature of the specific contract, the contractor may issue a pro-forma invoice for an advance payment corresponding to 20% of its overall value. Frontex shall pay the pro-forma invoice within 30 days after its receipt;

Intermediate payment:

- Intermediate payments shall be due on a quarterly basis (every 3 months) upon the submission of the corresponding invoice by the contractor within 30 days after its receipt;

Final payment:

- After acceptance of all deliverables and reception of the final invoice, Frontex will execute the final payment within 30 days.

Invoices are to be sent via e-mail in pdf format to Frontex, using following address: invoices@frontex.

5.5. Acceptance and reporting

The services contracted under each specific contract will be considered accepted upon the acceptance of all the deliverables under the specific contract and expressed officially in writing by Frontex.

Upon delivery and installation of each deployable facility, Local Frontex Contact Point shall sign of the Handover Form (Model Handover Form in Appendix 2), which does not constitute the acceptance.

The services provided under the specific contract will be considered successfully accepted and recognized officially by Frontex by means of signing of the Deliverable Acceptance Form (Model Acceptance Form in Appendix 3).

The contractor shall report to Frontex upon execution of the order and/or in exceptional cases when specific situation requires additional reporting.

All reports shall be submitted in written in English language to the Frontex contact point responsible for each specific contract.

5.6. Language

For the implementation of the contract, all communications shall be made in English.

5.7. Confidentiality guidelines

Contractor and subcontractor(s) in charge of the provision of services, and any other staff involved in the organisation and implementation of the activity:

- Must promptly and diligently follow the safety instructions by Frontex representatives;
- Must behave in accordance with public order, full respect for fundamental rights as enshrined in the EU Charter of Fundamental Rights and in other relevant international instruments;
- Must apply the maximum discretion and confidentiality in relation to the activity;
- Without prejudice to the further confidentiality provisions of the main body of the contract, must not document or share information on the activity by any means such as photo, video, commenting or sharing in social media, or equivalent;
- Must not allow any external staff to enter areas that have not expressly been authorised by Frontex.

Failure to follow the abovementioned instructions may lead to the termination of the contract by Frontex.

6. Appendixes

Appendix 1 - Request and Reply form for Services

Appendix 2 - Model Handover Form

Appendix 3 - Model Acceptance Form