

Annex II to the Invitation to Tender

Terms of Reference

**Framework Contract for the Provision of
Mobile office containers and associated
services in Albania, Serbia, Bosnia &
Herzegovina and Republic of North
Macedonia.**

Frontex/OP/374/2019/MS

1.	General Information	3
2.	Background information	3
3.	Scope	4
4.	Required mandatory services	5
4.1.	Definitions	5
4.2.	Provision of mobile office containers	5
4.3.	Associated services	7
4.4.	Service delivery	8
4.5.	Quality requirements	8
5.	Contract Implementation	8
5.1.	Indicative implementation plan	8
5.2.	Specific Order	9
5.3.	Contact points	9
5.4.	Prices and payments	9
5.5.	Acceptance and reporting	10
5.6.	Language	10
5.7.	Confidentiality guidelines	10
6.	Appendixes	10
	Appendix 1 - Model Handover Form	10
	Appendix 2 - Model Acceptance Form	10

1. General Information

This document defines terms and conditions to procure Mobile office containers 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 eight (8) Lots per geographical locations as described below:

ALBANIA

- Lot 1 - Albania - Mobile Office Container
- Lot 2 - Albania - Toilet container

SERBIA

- Lot 3 - Serbia - Mobile Office Container
- Lot 4 - Serbia - Toilet container

BOSNIA & HERZEGOVINA

- Lot 5 - Bosnia & Herzegovina - Mobile Office Container
- Lot 6 - Bosnia & Herzegovina - Toilet container

REPUBLIC OF NORTH MACEDONIA

- Lot 7 - Republic of North Macedonia - Mobile Office Container
- Lot 8 - Republic of North Macedonia - Toilet container

Each Tenderer is invited to submit offers for one, more or all Lots.

The purpose of this procurement procedure is to provide mobile office container in Albania, Serbia, Bosnia & Herzegovina and Republic of North Macedonia. 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 Mobile office containers in the operational locations in Spain, Italy, Greece and Bulgaria.

Until 2018 Frontex has deployed 22 containers in total in Italy, Greece, Spain, Bulgaria and Montenegro and has contractual arrangements for the deployment of additional 12 containers in the case of the operational

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.

need, and is foreseeing the growth of at least 45% of the number of the deployed containers for the future years.

The numbers of all mobile office containers for years 2015-2017-2018 were:

Bulgaria

- 2015 - 1 container (9 months/year);
- 2016 - 3 containers (12 months/year);
- 2017 - 4 containers (12 months/year).
- 2018 - 2 containers (12 months/year);

Greece

- 2015 - 7 containers (12 months/year);
- 2016 - 13 containers (12 months/year);
- 2017 - 4 containers (12 months/year).
- 2018 - 3 containers (12 months/year);

Italy

- 2015 - 6 containers (12 months/year);
- 2016 - 10 containers (12 months/year);
- 2017 - 15 containers (12 months/year).
- 2018 - 14 containers (12 months/year);

Spain

- 2015 - 1 container (6 months/year);
- 2016 - 1 container (2 months/year);
- 2017 - 3 containers (6 months/year).
- 2018 - 2 containers (12 months/year and one for 45 days/year)
- 2019 - 3 containers (10,12, and 2 months/years)

Montenegro

- 2018 - 1 container (4 months/year)

Ukraine

- 2019 - 1 container (6 months/year)

As Frontex operational activities expand, the needs in Mobile office containers 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 Mobile office containers, associated logistics and maintenance services, as described in the point 4 of Terms of Reference. Since 2016, in order to carry out operational activities with executive powers on the territory of third countries neighbouring European Union (EU) Member States (MS), the Agency seeks to establish a Framework Contract to cover the exigencies concerning provision of mobile offices and toilet containers for Albania, Serbia, Bosnia & Herzegovina and Republic of North Macedonia, in particular close to the borders with European Member States.

The deployment of Mobile offices shall be consistent with the terms and conditions of the specific contracts established under the Framework Contract.

Subject of the tender: Provision of Mobile office containers and associated services in Albania, Serbia, Bosnia & Herzegovina and Republic of North Macedonia.

Frontex reserve the right to terminate the framework contract in full or partially (for a given lot) and each specific order if the Governmental Authorities will request Frontex to close down the given location for operational use. In such a case, the contractor will be entitled to payment only for the services provided before termination takes effect.

4. Required mandatory services

The services to be provided under the contract for Mobile office containers and associated services consist of the following elements:

4.1. Definitions

- **Mobile office container (non-adjustable)** - mobile office container with the dimension of minimum 6.058m x 2.438m (external) providing one office space for four persons.
- **Toilet container (single)** - chemical toilet with WCs, urinals and hand wash basins, abrasion-resistant floor covers, shatterproof metal mirrors, soap dispensers with a water connections sunk into the wall, with fresh water throughout the sanitary facilities and connection to the existing sewage system.
- **Office space:** A separated area within the container where a working station is placed.
- **Working station:** Individual working area equipped with a desk, a chair and additional office furniture, if required.
- **Furniture:** Standard office furniture installed in the Office space to be used by the deployed staff for the execution of their daily duties.
- **Deployment:** Provision of a mobile office container together with related equipment, associated services including transport, installation, maintenance and cleaning to the area of its destination.
- **Deployment location:** The geographical location where a Mobile office container is deployed and associated services are provided.
- **Maintenance:** Periodical maintenance checks of the Mobile office container and the equipment conducted in order to keep the containers and equipment functional and suitable and safe for use, according with EU standards. Maintenance may include repair of damages caused by, inter alia, adverse weather conditions, as well as by acts of vandalism.
- **Removal:** de-installation and transfer of the deployed Mobile office containers and equipment from the Deployment location.
- **Standard Cleaning Service:** Cleaning, stocking and supplying designated facility areas (dusting, sweeping, vacuuming, mopping, washing the floors, using specific non-toxic, healthy cleaning products in line with EU rules etc) with performing and documenting routine activities.

4.2. Provision of mobile office containers

4.2.2 General specifications

Each Mobile office container shall fulfil the following requirements:

- Be made using modern technology and sustainable, environmentally friendly materials;
- Be made in accordance with the EU Standards in force at the time of signing the Specific order.
- Be easily deployable;
- Be adjusted to persons with disabilities;
- Meet high security standards preventing access of third parties (e.g. window bars, fire extinguishers, high security door lock(s));

- Allow various arrangements inside;
- Be resistant to adverse weather conditions, fit for different climate zones (e.g. when deployed in the seaside);
- Be suitable for long time occupancy;
- Meet the EU health and safety standards.
- Mobile office container must be always ready to preserve paper documents ensuring weatherproof, rodent / vermin proof, whirly birds and vents provide a constant air flow ensuring condensation is not present.

4.2.3 Equipment and fit-out

4.2.3 A) The following equipment must be installed in each container and must be included in the rent price:

- Thermostatically controlled electric heating and air-conditioning (indoor and vehicular environmental control with the goal to provide thermal comfort and acceptable indoor air quality);
- Electric infrastructure including wiring, plug-in power sockets, internal and external lighting, light switches, phone sockets, an external power supply (generator), plug-in to the local power supply network;
- ICT infrastructure and equipment including internet sockets;
- Phone VoIP;
- Appropriate, water resistant and washable floor covering;
- Insulated walls, roof, floor and external door reducing heat loss;
- Physical security (window bars, door locks);
- Canopy against rain and snow above each external door;
- Venetian window blinds installed in all windows;
- first aid kit;
- fire extinguisher with a valid expiration date.

4.2.3 B) The following equipment and furniture may be ordered in each Specific Order to be installed in the container:

- white board, dimension of aprox. 180cm x 100 cm;
- refrigerator of a capacity of around 136 litres;
- espresso coffee machine for capsules (without capsules);
- office desk (dim. 150 cm x 70 cm)
- office desk (dim. 100 cm x 60 cm);
- ergonomic office chair with adjustable armrest, backrest and seat, one in every office. The provided chair must be easy to clean;
- conference chair with fabric;
- foldable plastic chair;
- lockable drawer unit with keys;
- lockable document cabinets;
- shelf unit;

- shelf for storage;
- document shredder;
- standing clothes hanger.

4.2.4 Transport, installation and removal

The provision of the Mobile office containers for the contracted period of deployment includes their Deployment, Maintenance and Removal.

The Contractor shall be in the position to:

- Transport Mobile office and toilet containers to the Deployment location;
- Provide and use all additional equipment needed for the installation and de-installation of Mobile office containers (e.g. telescopic crane on the truck);
- Install Mobile office and toilet containers, furniture and equipment at the Deployment location;
- Connect Mobile office and toilet containers to the existing electricity and ICT infrastructures. Ensure presence of a qualified personnel for the connection of the container to the existing systems for electricity. Ensure presence of a qualified personnel for the connection to the existing systems for water and sewage already before prepared and ready for usage, in case of order of toilet containers;
- Relocate installed Mobile office and toilet containers to a new Deployment location, when necessary. No more than one (1) relocation per 12 months of the total deployment period shall be foreseen. The area to which Mobile office and toilet containers shall be relocated may be either in the immediate vicinity of the Deployment location (up to 5 km) or in its neighbourhood (up to 150 km);
- De-install and remove Mobile office and toilet containers, furniture and equipment from the Deployment location.

4.3. Associated services

4.3.1 Specifications

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

4.3.2 Mandatory associated services under the Framework Contract

The below services must be included in the rent price:

- Maintenance - on a regular basis according to the manufacturer specification.
- Standard cleaning service- on weekly basis;
- Exceptional cleaning/disinfection - upon request, within 24 hours from the notification;
- Insurance - Mobile office containers shall be insured by the Contractor (general liability and property damage insurance, theft, vandalism).

4.3.3 Non-mandatory services under the Framework Contract

The following services may be ordered in each Specific Order:

- Refurbishing and repair of the container and its infrastructure as well as furniture - upon request, within 48 hours from the notification. Use of subcontractors for the associated services is allowed.

4.4. 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 Contractor in contact with a designated Point of Contact 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 visit the Deployment location in order to prepare for the Deployment.
- The start date of the deployment indicated in the Specific order stipulates the date when the Mobile office containers shall be already installed, fully operational and ready for use.

4.5. 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 Frontex representatives;
- Ability to document the work;
- Excellent overall state and condition of Mobile office containers, furniture and equipment;
- Mobile office container, furniture, equipment fit for purpose;
- Compliance with the security and safety standards of the country of deployment;
- Full adherence to conditions, requirements and deadlines indicated in the Specific orders;
- 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 the expectations. In case of underperformance Frontex may require an immediate repair of the situation at the expense 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 means of Specific Orders. The following indicative plan for the first year of implementation of the FWC is not binding for Frontex and may be adjusted during the contractual period:

- Signature of the first Specific order: - Q3-2019;
- Indicative estimated number of Mobile office containers, toilet containers, chemical WC and associated services deployed per year:

ALBANIA

- Lot 1 - Albania - provision of 5 full furnished mobile office containers for 1 year (indicated deployment dates: 01/06/2019);
- Lot 2 - Albania - provision of 2 toilet containers for 1 year (indicated deployment dates: 01/06/2019);

SERBIA

- Lot 3 - Serbia - provision of 1 full furnished mobile office container for 1 year
- Lot 4 - Serbia - provision of 1 toilet containers for 1 year

BOSNIA & HERZEGOVINA

- Lot 5 - Bosnia & Herzegovina - provision of 1 full furnished mobile office container for 1 year
- Lot 6 - Bosnia & Herzegovina - provision of 1 toilet container for 1 year

REPUBLIC OF NORTH MACEDONIA

- Lot 7 - Republic of North Macedonia - provision of 1 full furnished mobile office container for 1 year
- Lot 8 - Republic of North Macedonia - provision of 1 toilet container for 1 year

5.2. Specific Order

Each time a mobile office container, toilet container or equipment or services are needed, Frontex will prepare a Specific Order indicating:

- type of container and quantity;
- type of furniture and quantity;
- type of equipment and quantity;
- type of service and quantity;
- deployment location;
- expected time of delivery.

Only after the Specific Order is signed by both parties, the provision of services shall start within the timeframe indicated therein.

5.3. Contact points

The Framework Contract shall indicate one or several contact persons, including full contact details, responsible for the implementation of the contract for both Frontex and Contractor.

Frontex will provide the Contractor with the name of the person responsible for the implementation of each SpecificOrder.

5.4. Prices and payments

The prices indicated in the Annex IV - Financial Offer A (mobile office containers) and in the Annex IV B - Financial Offer (toilet containers) will be binding for total duration of the Framework Contract and will be basis for the Specific Orders. All prices shall be in Euro, excluding VAT.

The payments for each Specific Order shall be executed as follows:

Advance:

- Upon signature of the Specific Order, 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; Intermediate payments are only applicable to deployment periods longer than 6 month.

Final payment:

- After acceptance of all deliverables and reception of the final invoice, Frontex will execute the final payment within 30 days. The final payment will be reduced by the amount of the advance payment.

5.5. Acceptance and reporting

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

Upon delivery and installation of each Mobile office container, Local Frontex Contact Point shall sign of the Handover Form (Model Handover Form in Appendix 1), which does not constitute the acceptance.

The services provided under the Specific Order will be considered successfully accepted and recognized officially by Frontex by means of signing of the Deliverable Acceptance Form (Model Acceptance Form in Appendix 2).

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 writing to the Frontex contact person responsible for implementation of the Framework Contract.

5.6. Language

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

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 - Model Handover Form

Appendix 2 - Model Acceptance Form