

**Annex II to the Invitation to Tender**

**Frontex/OP/979/2016/RS**

## **Terms of Reference**

**Framework Contract for passenger ferry transfer services**

**Lot 1: - Lesvos**  
**Lot 2: - Chios**  
**Lot 3: - Kos**

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## 1. General Information

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This document defines terms and conditions to procure passenger transport services by sea. It describes the minimum requirements for the requested services and ensures that the services carried out during the implementation of the contract comply with Frontex requirements.

The terms of reference shall become an integral part of the contract 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 the offer and by the Contractor during the contract's implementation.

The tenderers shall be aware that the services are needed in support to law enforcement operational activities. The main purpose of these activities is to transport non EU nationals subject to an individual decision to leave the Greek territory and other relevant designated staff including escorts officers (hereinafter "passengers"). Such activities will be conducted under the supervision of Hellenic law enforcement authorities (Police and Coast Guard) and the coordination of European Commission. Such operational modalities imply the fulfilment of very specific confidentiality conditions as described in point 5.6.

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## 2. Scope

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The purpose of this procurement procedure is to provide Frontex with passenger transfer services by sea.

The contract is split into 3 lots, as follows:

- a) LOT 1: - LESVOS
  - transfer services by sea for passengers from Mitilini (LOCODE GRMJT) to Dikili (LOCODE TRDIK);
- b) LOT 2: - CHIOS
  - transfer services by sea for passengers from Chios (LOCODE GRJXH) to Çeşme (LOCODE TRCES);
- c) LOT 3: - KOS
  - transfer services by sea for passengers from Kos (LOCODE GRKGS) to Güllük (LOCODE TRGUL);

The requirements indicated in the points below relate to all lots:

- catering services for the transfer by sea consisting of snacks and soft drinks in the quantities which will be indicated by Frontex;
- medical services;

A transfer service by sea is defined as transportation of passengers between one designated port of departure and one designated port of arrival and consist of a round trip between these two ports. The duration of a transfer service cannot exceed 24 hours, preferably the same day, including embarkation and disembarkation.

The offer can be submitted for one, two or three lots. However, if more than one lot is chosen the offers must be submitted for each lot separately.

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## 3. Required services

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### 3.1. Service requirements

The services provided under a each LOT shall consist of:

**a) transfer services by sea for passengers**

- Individual ship fully reserved for Frontex irrespective of the number of available seats

Transfer services shall be inclusive of all taxes, port and passenger fees. The ship to deliver the requested services has to be ready 1,5 (one hour and a half) prior to the scheduled time of embarkation at the designed port of departure.

The ship shall have a capacity to embark a minimum of 100 passengers in closed areas (excluding open decks/seats outside closed areas);

The ship must correspond to the specifications below:

- Inside closed areas with possibility to limit the access to open air;
- The ship shall be equipped with all regulatory and mandatory lifesaving equipment for all passengers;
- So to ensure proper hygienic conditions and cleanness of the ship, the seats used during the transfer may be covered with a protective disposable plastic covers (e.g. black bags);
- Standard cruise speed: not less than 10 Knots;
- Permit to operate in the designated ports.

**b) catering services**

Snacks shall be provided to all Frontex passengers on board. Within 24 hours prior to the scheduled departure Frontex will notify the contractor the total number needed.

The snacks per passenger shall consist of:

- Two sandwiches (no pork);
- soft drinks (1 bottle of 0.5 liter) and water (2 bottles of 0.5 liter).

**c) medical services**

The medical services require presence of a doctor on board during the transfer to render medical aid to the passengers in case of need. The doctor shall possess valid permission to practice as General Practitioner and shall have basic resuscitation kit, including medicines of general use. The contractor will be solely responsible to ensure the presence of a doctor on board and to back it up (replace) in case of unavailability.

A copy of the licence issued by the national registry of physicians or equivalent authorisation to practice medicine shall be provided at least 24 hours prior to the transfer.

**Please note that the offer should include all services described above. Lack of a proposal for any of the required services will result in rejection of the offer.**

### 3.2. Services delivery

As a general rule it is expected that the services will be delivered as stipulated under point 5.1.

The specific day of the week and the scheduled time of departure will be indicated by Frontex in a Specific Order (see Appendix 1) sent to the framework Contractor in advance for its acceptance and signature.

The Specific Order will indicate:

- date of departure;
- number of transfers needed;
- number of passengers to be transported;
- number of snacks to be provided on board;
- medical services (if needed).

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## 4. Acceptance criteria and ship visits

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### 4.1. Acceptance criteria

All the services provided under this Framework Contract (FWC) are subject to Frontex' acceptance. Frontex will monitor the quality of the services provided by the Contractor.

Elements that will be monitored include:

- a) Full compliance with the minimum technical requirements stipulated in these Terms of Reference;
- b) Adherence to deadlines and guidelines;
- c) Communication skills and ability to cooperate with users;
- d) Ability to document the work.

The Contractor shall notify Frontex about the completion of services delivery no later than 1 (one) hour after the end of the last disembarkation.

In case the performance standards are not up to the expectations Frontex will inform the Contractor with no delay.

### 4.2. Ship visits

The purpose of a ship visit is to ensure that the general state of the ship is in compliance with the service requirements and the specifications as stipulated in point 3 above.

Before and after each transfer Frontex and the contractor representatives will perform a ship visit to inspect the general state of the ship. Within 24 hours prior to the service Frontex will inform the provider about the exact time needed. The ship visits should be performed within up to 1,5 (one and a half) hour prior to the start of the embarkation and after the end of the last disembarkation. The findings should be reflected in a Ship Visit Report Form (see Appendix 2) signed by both parties.

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## 5. Contract Implementation

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### 5.1. Indicative implementation plan

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

- Signature of the first Specific Order: Q1 2017;
- Estimated number of Specific Orders and transfers:
  - o Lot 1 - Lesbos: 1 (one) transfer per week;
  - o Lot 2 - Chios: 2 (two) transfers per month;
  - o Lot 3 - Kos: 2 (two) transfers per month.
- Occasionally, more than one Specific Order may run at the same time.

### 5.2. Contact points

The Contractor shall be responsible for providing all necessary personnel to ensure the satisfactory performance of its obligations under the Framework Contract and shall supervise and be fully

responsible and liable for all the services performed by its personnel and for their compliance with the terms and conditions of the Framework Contract.

During the implementation of the Framework Contract and its Specific Orders the Contractor shall nominate a responsible person (including full contact details) for all contractual matters, who shall be available and reachable by phone and e-mail for the timely implementation of services and any contractual related issues.

### 5.3. Language

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

### 5.4. Guidelines for all participants in readmission activities

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

- Must promptly and diligently follow the instructions by Frontex and the Greek authorities present in the activity;
- 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 on board any passengers which are not participants in the activity and which have not been expressly authorised by Frontex (it concerns Lot 1 only).

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

### 5.5. Cancellation policy

Should Frontex cancel the services ordered, the contractor shall be entitled to the payment of a certain percentage of the total price. The cancellation fee paid by Frontex will be calculated in relation with the time remaining before the departure was agreed:

- more than 48 hours - no payment of cancellation fee;
- between 48 hours and 24 hours - 50% of the total;
- less than 24 hours - 90% of the total.

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## 6. Appendixes

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**Appendix 1 - Specific Order**

**Appendix 2 - Ship Visit Report**