

Annex II to the Invitation to Tender

Terms of Reference

**Framework Contract for the provision of passenger
transfer services by Land - Kos Island**

Frontex/OP/883/2016/KM

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1. General Information

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

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 Guards) and the coordination of European Commission. Such operational modalities imply the fulfilment of very specific confidentiality conditions as described in point 5.6.

2. Scope

The scope of the contract is passenger transfer services on Kos island. The services are mainly associated with the corresponding transfers by sea between one designated port of departure in Greece and one designated port of arrival in Greece/Turkey.

Transfer services may take place between two designated places on Greek islands and may include several legs between various locations on the island(s), such as Hotels - Reception Centres - Port and return.

3. Required services

3.1. Services requirements

In general, it is planned that the services will be performed once per week.

All details related to the required service, i.e. date and time, number of buses and routes will be indicated in the specific order sent to the contractor by e-mail at least 24 hours prior to the date of the required service.

It is estimated that the services will start between 06:00 - 08:00 and end approximately between 16:00 and 20:00. However, Frontex reserves the right to indicate other timing in the specific orders. The bus(es) to deliver the requested services has to be ready 1 (one) hour prior to the scheduled time at the designed place of departure indicated in the specific order.

The service shall be inclusive of fuel, maintenance, insurance and all taxes and fees which will be needed during the execution of services, e.g. parking fees.

3.2. Specifications of buses

The bus(es) shall satisfy the following minimum requirements:

- Capacity: minimum 45 seats, excluding the driver (no standing passengers);
- Equipped with air conditioner;
- Valid licences for transportation of people with valid technical inspection;
- Full insurance (Frontex shall not be liable for any damages sustained by the contractor in the performance of the contract except in the event of wilful misconduct or gross negligence on its part);
- So to ensure proper hygienic conditions and cleanness of the bus(es), the seats used during the transfer may be covered with a protective disposable plastic covers (e.g. black bags);

The contractor should have at least 2 (two) buses at its disposal satisfying the above requirements.

4. Acceptance criteria

All the services provided under this contract 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.

5. Contract Implementation

5.1. Indicative implementation plan

It is estimated that the services will be ordered as follows:

- the number of Specific orders issued per week per island is 1 (one);
- the number of buses needed per week per island per day of service is 2 (two).

Occasionally, more than one Specific orders may run at the same time.

5.2. Contact points

The Contractor shall indicate one or several contact points, including full contact details, for the timely implementation of services and any 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 who are not participants in the activity and who have not been expressly authorised by Frontex.

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

5.5. Cancellation policy

Frontex reserves the right to cancel the specific orders issued subject to the following conditions. 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 24 hours - no payment of cancellation fee.
- less than 24 hours - 50% of the total amount.