

Annex II to the Invitation to Tender

Terms of Reference

Framework Contract for the provision of passenger transfer services by sea

Frontex/OP/580/2016



1.	General Information	3
2.	Scope	3
3.	Required services	4
3.1.	Services requirements	4
3.2.	Specifications	4
3.3.	Services delivery	5
4.	Acceptance criteria and ship visits	5
4.1.	Acceptance criteria	5
4.2.	Ship visits	5
5.	Contract Implementation	6
5.1.	Indicative implementation plan	6
5.2.	Re-opening of the competition	6
5.3.	Specific Contracts	6
5.4.	Contact points	6
5.5.	Language	6
5.6.	Guidelines for all participants in readmission activities	6
5.7.	Cancellation policy	7
5.8.	Postponement of services	Error! Bookmark not defined.
6.	Appendixes	7
	Appendix 1 - Request for Services	7
	Appendix 2 - Ship Visit Report	7
	Appendix 3 - Reply Form	7

1. General Information

This document defines terms and conditions to procure passenger transport services by sea. 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 terms of references 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 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 purpose of this procurement procedure is to provide Frontex with:

a) transfer services by sea for passengers;

A transfer is defined as transportation of passenger(s) between one designated port of departure and one designated port of arrival. It may consist of a round trip between the two ports.

Ports of departure and arrival in Greece are:

- Mitilini (LOCODE GRMJT);
- Chios (LOCODE GRJKH);
- Kos (LOCODE GRKGS).

Ports of arrival in Turkey are:

- Dikili (LOCODE TRDIK);
- Çeşme (LOCODE TRCES);
- Güllük (LOCODE TRGUL).

Transfer services from Greece to Turkey may be requested between the following designated ports:

- Mitilini and Dikili;
- Chios and Çeşme;
- Kos and Güllük.

Transfer services may also take place between two designated ports in Greece.

The duration of a transfer service (also in case it includes more than one leg) can not exceed 24 hours, preferably the same day, including embarkation and disembarkation.

The estimated distances in nautical miles (NM) between the different possible ports of departure and arrival are indicated in table 1.

Table 1 : Port to port estimated distances in nautical miles (NM)

Port of Arrival Port of Departure	Mitilini (GRMJT)	Chios (GRJKH)	Kos (GRKGS)	Dikili (TRDIK)	Çeşme (TRCES)	Güllük (TRGUL)
Mitilini (GRMJT)		55	160	16		
Chios (GRJKH)	55		105		8	
Kos (GRKGS)	160	105				35

b) Catering services consisting of snacks and soft drinks in the quantities indicated by Frontex.

3. Required services

3.1. Services requirements

The services provided under this contract shall consist of:

a) transfer services by sea for passengers;

- Lot 1 - individual ship(s) fully reserved for Frontex irrespective of the number of available seats;
- Lot 2 - individual seats available on board regular scheduled ferry lines.

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.

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).

Catering services shall be provided in either case, no matter whether the contract requires one entire ship booked (Lot 1) or several seats booked on board regular scheduled ferry lines (Lot 2).

3.2. Specifications

For Lot 1 - the individual ship(s) fully reserved for Frontex shall have a capacity to embark a minimum of 100 passengers in closed areas (excluding open decks/seats outside closed areas);

For Lot 2 the seats booked by Frontex on regular scheduled ferry lines should be located in a secured and closed area separated from the rest of the regular passengers.

For all lots, the ship(s) shall correspond to the specifications below:

- Inside closed areas with possibility to limit the access to open air;
- The ship(s) 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).

3.3. Services delivery

As a general rule it is expected that the services will be delivered once per week. The specific day of the week and the scheduled time of departure will be indicated by Frontex in a Request for Services Form (see Appendix 1) sent to the framework Contractors.

The Request for Services Form will indicate:

- date of departure;
- estimated time of departure;
- port of departure and port of arrival;
- mandatory time of arrival (for ports of arrival in Turkey);
- number of passengers to be transported;
- number of snacks to be provided on board;
- special requirements for the internal layout of the vessel (if any);
- special requirements for the onboard services (if any);
- requested duration of the validity of the contract.

4. Acceptance criteria and ship visits

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 1 (one) hour 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.

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: Q4 2016;
- Estimated number of Specific Contracts and transfers per week: 1 (one);
- Occasionally, more than one Specific Contract may run at the same time.

5.2. Re-opening of the competition

The Specific Contracts shall be awarded based on the specific proposals submitted by the framework Contractors in response to Frontex' Requests for Services.

The competition will be re-opened each time Frontex will request services. Frontex will invite the framework Contractors to submit their proposals in the Reply Form (see Appendix 3) for the specific assignment. The deadline for the submission of an offer is 3 calendar days from receiving a Request for Services.

5.3. Specific Contracts

Contractors may require clarifications after Frontex submitted a Request for Services. Such requests for clarifications shall not be admissible on the last 2 (two) days before the deadline for submitting the specific proposal. Frontex will provide clarifications without delay and distribute to all Contractors. 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 1 (one) working day of its receipt. Once the Specific Contract is signed by both parties, the provision of the service shall start within the timeframe indicated therein.

5.4. 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.

5.5. Language

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

5.6. 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.

5.7. 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 72 hours - no payment of cancellation fee.
- between 72 hours and 48 hours - 40% of the total;
- between 48 hours and 24 hours - 60% of the total;
- less than 24 hours - 90% of the total.

6. Appendixes

Appendix 1 - Request for Services

Appendix 2 - Ship Visit Report

Appendix 3 - Reply Form