

**Terms of Reference**  
**concerning framework contract no Frontex/OP/\_\_\_\_/2017**  
**“Pilot Project on returns by scheduled flights supported by Frontex.**  
**Provision of booking and ticketing services”**

### **1. Background information**

Frontex Return Support Unit has launched a Pilot Project on returns by scheduled flights supported by Frontex to Morocco and Algeria (hereafter “pilot project”), to be implemented for 6 months across 2017 and 2018.

The Agency has so far supported MS/SAC in organizing and implementing return operations by charter flights only. The Pilot Project aims at supporting MS/SAC to carry out return operations by scheduled flights. After an attentive analysis of the MS/SAC needs and the present situation on return operations operated by MS, the Agency has selected Morocco and Algeria as the two third countries of return for the pilot project. In fact, at present it is not possible to carry out returns by charter flights to said third countries.

A contract with a Travel Agency is needed in order to implement the pilot project and purchase scheduled flights tickets aimed at returning third country nationals who have been issued a return decision to their respective countries of origin.

### **2. Contract objective**

The Agency’s objective is to ensure high quality travel desk services by concluding a framework contract with a professional company, hereinafter called the “Travel Agency”, for providing booking and ticketing services for the MS/SAC who will organize return operations by scheduled flights with Frontex support, during the implementation of the mentioned pilot project.

The Travel Agency must guarantee the availability of at least one employee dedicated to the provision of booking and ticketing services for the pilot project, providing full-time travel services. These services will consist of:

- provision of travel desk services performed at own premises: assistance in bookings, issuance/amendments/cancellations of flight tickets.
- In case of emergency or unpredicted, exceptional circumstances, provision of new reservation on a different flight in countries all over the Europe and, if necessary, outside Europe;
- coverage of incurred costs for travels.

### **3. Place of execution of the contract**

The execution of the services will take place at the Travel Agency’s premises.

### **4. The contents of the contract**

#### **4.1. Travel desk services**

##### **Transport arrangements: flights.**

The Travel Agency will be responsible for market research, bookings and payments in relation to the transport arrangements (flights) requested by the MS/SAC through the web-based tool developed by the Agency “Returns by Scheduled Flights” (hereafter “RSF”). The Travel Agency will confirm the booking and issue the requested e-tickets by communicating with the concerned MS/SAC and Frontex through RSF.

The Agency will apply a fare as agreed with the concerned airlines, so to guarantee the following operational conditions set by Frontex:

- bookings shall be valid until as close as possible to the flight departure, preferably up to 48 hours before the flights;
- bookings shall be made without providing the name of the passengers;
- names of passengers will be communicated preferably not earlier than 48 hrs before the flight departure;
- tickets shall be issued 24/48 hours before the flights;
- after the tickets are issued, it should be possible to change the names of the passengers until 24 hrs before departure;
- tickets shall be considered spent only if no cancellation is made 24 hours before the flight departure;
- tickets shall not be considered spent if captains of aircrafts refuse the boarding of passenger(s) . In case of an escorted returnee (hereafter: "DEPA"), it would include also the dedicated staff, such as escorts, eventual presence of doctor, monitor, etc.);
- the Travel Agency will purchase tickets only on routes which will be agreed with the concerned airlines; routes shall depart from airports in MS/SAC territory with destination Morocco or Algeria;
- flight tickets shall include the return leg to the EU airport of departure. The fare agreed with the airlines shall cover also the possible return of returnee(s) refused by the Third Country Authorities on arrival at destination.

The fare, which shall guarantee the respect of the operational conditions set by Frontex, will be the lowest possible available worldwide. Travel agent should be able to negotiate special deals and participate in various loyalty programs in order to achieve best available prices and discounts. For the purpose of ensuring lowest fares and/or getting better booking and ticketing conditions from the carrier, "books of tickets" may be bought in advance by e-travel.

The response time should be less than 2 hours. The E-tickets (electronic tickets) should be a standard form of issuing tickets.

#### **4.2. Office and working hours**

##### **A. The Office**

The execution of the services will take place at the Travel Agency's premises.

##### **B. Working hours**

Frontex working hours are from 8:00 until 17:00 (CET). The Travel Agency will provide its travel desk services during Frontex working hours, extending the working hours where necessary.

The list of Frontex public holidays for 2017 is enclosed for reference (Annex A).

#### **4.3. Helpdesk services**

The Travel Agency will establish a helpdesk - hotline services available for emergency situations outside of Frontex working hours, also during the weekends and Frontex holidays. The task of the helpdesk is the emergency assistance in case of any unpredictable travel circumstances during the mission occur and travel rearrangements are needed. Very good command of English language is therefore required for the staff nominated to perform helpdesk services.

#### **4.4. Information management**

The Travel Agency is obliged to provide to Frontex the functional email: [returns.scheduledflights@frontex.europa.eu](mailto:returns.scheduledflights@frontex.europa.eu) the following information in Polish and English language:

- A. regular overview of the situations on the airline market - new destinations, special fares and promotions;
- B. information on changes in airline policies (including DEPA/DEPU policy, etc.);
- C. monthly statistics of travel expenses;
- D. any other useful important information relating to services performed, e.g. upcoming strikes of travel providers, etc.;
- E. information on collected points from the loyalty programs Frontex participates in and the best way to use it in order to save money.

#### **4.5. Coverage of costs - payments and invoicing**

1. The Travel Agency will buy travel tickets, in connection with the return operation supported by Frontex and requested by the MS/SAC through RSF.
2. Frontex will reimburse to the Travel Agency all costs incurred in connection with a given operation, only based on supporting documents, which must provide complete details of the expenses incurred on behalf of Frontex.
3. In addition to these costs, Frontex will pay the Travel Agency fees for all the trips actually arranged, in accordance with the Travel Agency's offer which constitutes an integral part of the contract.
4. Every thirty days the Travel Agency should issue an accumulated invoice for the arrangement booked (flight tickets) as well as separate accumulated transaction fee invoice. Each accumulated invoice should contain printed supporting documents:
  - e-tickets for the flight invoice
  - an Excel sheet (called specification) describing all the purchased arrangements, quantity and type of passengers (no names shall be included), dates and all the related operation details (RSF ID number). Such specification should additionally be sent via e-mail to Frontex functional email [returns.scheduledflights@frontex.europa.eu](mailto:returns.scheduledflights@frontex.europa.eu) to the posted originals. Specifications should be prepared in numerical order (RSF ID number), with the date of operation always made visible.

Above mentioned supporting documents should contain final prices of each of the arrangements and should match the specification e.g.: flight ticket invoice should contain booking/ticketing confirmations with prices arranged in numerical order matching the attached specification.

5. Invoices should be arranged in originally charged currency e.g.: EUR for the expenses charged in EUR and PLN for the expenses born in PLN. Occasional payments in other currencies could be invoiced either in PLN or in EUR - to be confirmed upon mutual agreement at the time of ordering the service. Exchange rate should always be indicated on the invoice.
6. Frontex reimburses to the Travel Agency the mandatory costs incurred in case of cancellations made past 24 hrs before the flight departure (complete supporting documents must be submitted for that purpose).
7. Payment to the Travel Agency will be made by Frontex via bank transfer, within 30 days from receipt of the invoice.

8. The payments will be done on the basis of two types of invoices:
  - One invoice covering travel arrangements (flight tickets);
  - One invoice for exceptional expenses due to unforeseen happenings occurred during return operations (all support documents shall be provided upfront).

See article 4.5. Coverage of costs - payments and invoicing, point 4

## **5. Requirements in regards to the Travel Agency**

1. The Travel Agency has to ensure the services in compliance with the highest professional standards.
2. The Travel Agency will upgrade the software used for booking and purchasing flight tickets, so to enable the communication with RSF.
3. The Travel Agency will nominate Contract Manager responsible for implementation of the contract. The CM must have a good knowledge of English language. The Travel Agency must provide Frontex with a full name and contact details of this person.
4. Penalties attributable to the fault of the Travel Agency will not be considered for reimbursement by Frontex. Frontex will not reimburse any additional costs resulting from the errors committed by the travel agents.
5. The Travel Agency must guarantee the professional experience and qualifications of the staff nominated as Frontex on-site travel agents in writing.
6. The Travel Agency is in charge of getting all of the necessary licenses or permits allowing the performance of the contract.
7. The Travel Agency must inform Frontex immediately if any unforeseen events influencing the continuity of the services occurs via a written report indicating the problem, the date of its start and remedy actions taken by the Travel Agency in order to limit or eliminate its possible consequences.
8. Travel Agent will be authorized by Frontex to sign on its behalf all the specific agreements allowing the agency to use special rates, discounts etc.
9. Obligations related to the processing of personal data: the Travel Agency must be in full compliance with data protection obligations laid down at national level, and be in the position of demonstrate this compliance.
10. The Travel agency shall be in the preparation of the implementation of the General Data Protection regulation, and should be able to demonstrate that by 25 May 2018 is in full compliance with the Regulation.
11. Any further obligations with regard to processing of personal data made by the Travel Agency will be specified by means of contractual clauses. The Agency should agree to the possibility of being audited on the processing of personal data supplied by Frontex to the Travel Agency.
12. The Agency should provide to Frontex all the list of subcontractors that might affect the protection of personal data, both at physical and technological level.

### **Annexes:**

Annex A: Frontex Public Holidays 2017/2018

**Frontex Public Holidays**

**The following days shall be declared public holidays in 2017 at the Frontex Headquarters in Warsaw:**

2 January, Monday	Day following New Year's Day
6 January, Friday	Epiphany
13 April, Thursday	13 April, Thursday Maundy Thursday
14 April, Friday	14 April, Friday Good Friday
17 April, Monday	17 April, Monday Easter Monday
1 May, Monday	1 May, Monday Labour Day
2 May, Tuesday	2 May, Tuesday bridging day
3 May, Wednesday	3 May, Wednesday Polish Constitution Day
9 May, Tuesday	9 May, Tuesday Europe Day
15 June, Thursday	15 June, Thursday Corpus Christi
16 June, Friday	16 June, Friday bridging day
15 August, Tuesday	15 August, Tuesday Assumption Day
1 November, Wednesday	1 November, Wednesday All Saints' Day
2 November, Thursday	2 November, Thursday All Souls' Day
25-29 December, 5 days	Christmas and the end of year 2017

