

Terms of Reference

Frontex OP/775/2017/AH

Provision of handyman services for Frontex Headquarters

. Terms and definitions

The terms in the table below, appearing either in a complete or in an abbreviated form, when used in this document and its appendices, relating to the Technical Proposal, Financial Proposal and Draft Contract, shall be understood to have the following meaning.

Term	Abbreviation	Meaning
Frontex	<i>FX</i>	<i>The European Border and Coast Guard Agency.</i>
Frontex Headquarters	<i>FX HQ</i>	<i>Frontex premises located in Warsaw, Poland.</i>
Man-day	<i>md</i>	<i>8 hours of work by one person. Typically md is performed in the hours agreed with Project Manager (e.g. 8:30 - 17:00) and must include 30 minutes break that does not fall into the 8 hours of work (e.g. shift 08:30-17:00 includes 30 minutes unpaid lunch break so the actual working time is 8h).</i>
Member State	<i>MS</i>	<i>The European Union member state.</i>
Normal Working Day	<i>NWD</i>	<i>From Mondays to Fridays inclusive, including Frontex holidays which are working days in Poland. Detailed list of Frontex Holidays in 2018 can be found in Appendix 1 to the Annex II ToR).</i>
Normal Working Hours	<i>NWH</i>	<i>Normal working hours from 07:00 to 18:00</i>
Personal Data		<i>Shall have the same meaning as set out in the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data , Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.</i>
	<i>ToR</i>	<i>Terms of Reference</i>

- **Background Information**

- **Frontex current premises**

Frontex headquarters are now located in Warsaw at Plac Europejski 6 ,Warsaw Spire Building B. At the entry of the contract in force FX shall occupy the whole building of approximately 20,000 m². In the course of 2018 FX plans to take over additional 3 floors of the total surface of 2000 m² in one of the adjacent buildings.

1. Description of the services required

FX shall conclude a single framework contract for the provision of handyman services.

The contractual services are intended to commence on 1st January 2018.

The framework contractor will be required to provide on regular basis three individuals, whose tasks shall be organized and coordinated in the most efficient way, guaranteeing timely results:

- handyman dedicated to **perform minor repairs and maintenance works - Main Handyman**
- handyman dedicated to **support conference rooms, events and provide AV services- AV Handyman**
- handyman dedicated to **perform courier services between floors and 2 adjacent buildings - Mail carrier**

The handymen (all) shall perform minor repairs and maintenance work, as well as main support for conference rooms and events regarding physical preparation and AV service, the provision of services to equip offices with furniture and other office items (moving furniture and other office supplies, for example in connection with hiring a new employee, moving to another room, fixing the corkboard on the wall, etc.) or provide courier services. *The specific scope of works is described in the details below for each type of handyman (AV Handyman or Mail Carrier except being specialized in their scope of works, shall be capable to undertake duties of Main Handyman when requested).*

1. This work will be done mainly (not less than 90 %) during NWH (07:00-18:00) on working days i.e. from Monday to Friday, although some work will need to be done outside of NWH, i.e. between 17:00 and 7:00, or on weekends (Saturdays and Sundays, very exceptionally on public holidays), including night hours (up to 10%).
2. The offer shall include net price per md. 1 manday consists of 8 working hours and 30 minutes of unpaid obligatory break (the 30 minutes break might be split into several minor breaks if needed). The calculation of overtime hours for the personnel concerned shall be taken into consideration only after exceeding 1 md per month on condition that it had been executed upon the Project Manager's request and approved.
Very sporadically the work of a handyman might be planned with the starttime other than NWH, but only after prior acceptance of the personnel concerned.
3. ***Planned scope of the works and services for minor repairs and maintainance works:***
 - Expected working hours: 09:00-17:30 (1 md) to be specified on daily basis in the course of the contract
 - Repairs of minor office equipment (replacement of light bulbs in the desk lamps, etc., exclusive of ICT related equipment);
 - Small repairs of furniture, locks and other similar items;
 - Installation of shelves, cork boards or magnetic boards, pictures and other objects, which may involve drilling;
 - Moving of office furniture;
 - Storage cleaning and arrangement;

- Assistance with the deliveries;
- Other related minor work.

4. *Planned scope of the works and services for conference and events support:*

- Expected working hours: 07:00 - 15:30 or (rarely)
- half man-day (4 hours) working hours to be specified on daily basis in the course of the contract;
- Help with setting up conference rooms and preparing the premises for other special events with particular emphasis on ability to connect and operate the audiovisual (AV) equipment at the level of user (not specialist support, which is provided by another contractor). In order to cope with this task Frontex shall expect the following competences:
 - a. Knowledge of physical audio-video connectors standards;
 - b. Knowledge of video resolutions and implications for video receivers;
 - c. Knowledge (and preferably some experience) in video and computer signal processing solutions (video switcher, matrix switcher) and common equipment;
 - d. Analytical and troubleshooting skills in the area of video signal processing and transmission between transmitter and receiver;
 - e. Other related minor work.
- In the meantime, the AV Handyman will be tasked with other minor works listed in the scope of works performed by Main Handyman

The AV equipment which shall be subject to the handymen services comprises: PCs, LCD screens and monitors, projectors, in-wall control panels, video conference terminals, wireless microphones and conference tables with media ports.

5. *Planned scope of the works for courier services*

- Expected working hours: 08:00-16:30 (1 md) or half man-day
- There are several types of correspondence to be handled with: envelops, sealed correspondence, folders, stationary, packages; the scope of duties in relation to a specific type of correspondence is described respectively:
 - I. Deliver the correspondence from the Reception situated on the ground floor of the Warsaw Spire building B to the Registration located on the different floor in the Warsaw Spire building B for its registering
 - II. Deliver respective correspondence (dedicated for departments located in adjacent building) from one building to the adjacent one in a secured trolley. Namely, gather the documents from the pigeon holes located on one of the floors of the Warsaw Spire building B put all of them in the secured trolley and close it in order to deliver them to the pigeon holes of the adjacent building, and vice-versa, explicitly: right afterwards deliver all mail indicated (dedicated for departments located in WS building B) from the adjacent building to the Warsaw Spire building B. The distance from the entrance of the building B to the entrance of the adjacent building is approximately 150 metres.
Frequency: This activity shall be performed at least 3 times a day, and/ or additional courses might be requested. The hours will be precised with the Project Manager, but includes morning, midday and afternoon courses, although in the period at the end of the year the frequency of the courses might be intensified.
 - III. Based on the receipt from the post-office received, pick-up heavy packages addressed to Frontex from the Post Office at Pereca 13/19, 00-001 Warszawa and deliver to Frontex Reception on the ground floor for screening purposes.
 - In the meantime, the Mail carrier might be tasked with other minor works listed in the scope of works performed by Main Handyman, or additional delivery of documents within the floors.

6. Additionally, the regular collection and removal of bulky trash (boxes, packing protective packaging, pallets, etc.) is also included among the contractual duties. The service will be performed after collecting the volume of bulky trash that fills up the entire van. Based on current experience, such service shall be required several times per year. For the purposes of the tender, the service volume is determined on the level of 500 kg per load and it is for transportation and utilization. In the case of different actual volume of trash, the price for the service will be calculated in proportion to the price quoted in the offer.
7. Frontex intends to contract three handymen on daily basis. The Main Handyman shall perform his duties for minimum 8 hours, working time to be precised. AV Handyman and Mail carrier shall perform their duties on daily basis, either calculated as mandays or half - mandays.
8. Frontex, however, reserves the right, if necessary, to call for the ad hoc arrival and intervention of Contractor personnel in case of unforeseen urgency. In such cases, the contractor shall be ready to provide the personnel to arrive at FX HQ at the earliest possible agreed time. Such situations will, however be sporadic, subject to unpredictable circumstances.
9. During any absence of handyman, the Contractor is obliged to provide the handyman's service of the replacement serviceman who shall be well prepared for such replacements and have the necessary competence and knowledge. Any such replacement must be notified to FX and authorised in advance of min. 7 working days. After the first authorisation the replacement serviceman can be provided with one day notice.
10. It is intended that the handymen appointed to work for FX are the same persons throughout the duration of the contract. Any staff replacement will require prior approval of Frontex. Assigned handymen must have a clean criminal record proven by a valid recent extract from the register.
11. The costs of insurance against unexpected events and accidents at work shall be borne by Service Provider. Before signing the agreement the selected Tenderer will be required to present a copy of civil liability insurance relevant for the business for minimum (equivalent of) 50.000 PLN.
12. The required knowledge of English by the handymen must be on B2 level minimum. These persons shall need to communicate in English with the Agency's staff on daily basis. Frontex shall recognize international certificates and reserves the right to verify the fulfillment of this requirement by means of an interview/test.
13. The handymen team members shall have a driving license of B category (car). The Contractor has to have available for this contract a vehicle which allows to move the goods and remove the bulky trash of the indicated volume for utilization.
14. The Contractor should ensure that its staff dedicated to FX is equipped with the necessary basic tools and materials (i.a. drill, screws, bolts, hooks, adhesive tape and repair tape). In case of replaceable parts (e.g. bulbs) or specific things needed to be repaired, the Contractor shall be required to purchase them and then receive a refund of purchase cost on the basis of relevant invoices. The Contractor also shall provide protective clothing for its staff. Frontex can make available some dedicated space for storing Contractor's basic tools.
15. The service provider should provide:
 - **price per md** per handyman profile (Main Handyman, AV Handyman, Mail carrier)
 - **price per half md** per handyman profile (Main Handyman, AV Handyman, Mail carrier)
 - additionally one common price for overtime hours related to all handyman listed- this comprise the price of EWH (during working days, weekends (Saturday and Sunday) or public holidays;
 - price of utilization of bulky trash and transportation.
16. The price of service and utilization should include all costs of service, such as labor, transportation, insurance, working clothes, equipment, materials. In case of transportation the labor costs are counted separately.

17. Handyman shall fill in the time sheets on daily basis and once signed and approved by the Project Manager they will be sent (once a month, by e-mail) to the Contractor for accounting purposes. (see the templates in Annex 2).

Frontex reserves the right to require the Contractor's staff to use other (possibly electronic) entry/exit registration tool which may be introduced during the contract duration.

18. Any absences other than FX public holidays shall be agreed with the Project Manager in advance. Payment shall be executed only for the services delivered.
19. The calendars for subsequent years (in case of FWC renewal) shall be made available to the Contractors in December the latest, respectively for the years to come.
20. During the absences of any nature, the Contractor shall be capable of replacement of the handyman within 48 hours, if so required by FX.
21. When a person, proposed by the Contractor is no longer available before the start of the Contract, the Contractor is obliged to inform Frontex immediately.
22. In case of replacement in the course of the Contract, the Contractor shall give one month's notice to Frontex. The prior agreement of Frontex must be obtained in writing about the principle of the replacement and the replacing the personnel.
23. In case of replacement, the Contractor will provide Frontex with the CVs of proposed substitutes. The Contractor must propose a minimum of one replacement persons with the required qualifications and experience for the profile and they must have at least the same level of qualifications/education and experience as the person proposed in the original offer.
24. In case of replacement accepted by Frontex, the substitute can assume the work at identical financial conditions and the Contractor ensures the transition of service between the initial consultant and the substitute. The handover period for service transition must be at least 5 working days, free of charge to Frontex. If no handover is possible, and additional training is needed for the replacement person, at least 10 working days (free of charge to Frontex) must be performed by the replacement person.
25. Frontex reserves the right to request replacement of any person specified in the contract that is found by Frontex to be incompetent or unsuitable for the performance of his/her duties under the contract or if carrying out his/her tasks under the contract consistently prejudices the good and timely performance of the contract. Such request for replacement shall be presented in writing with minimum one month notice for more information see the Acceptance criteria.
26. The replacement, regardless whether requested by the Contractor or by Frontex, shall not oblige Frontex to pay any additional remuneration, fees or costs other than those laid down in the initial contract. The Contractor shall bear all the additional costs arising out of or incidental to such replacement.
27. Throughout the duration of the contract the Contractor is responsible to cover the costs of any national taxes, social and medical contributions (including medical insurance) as required by applicable legal regulations on employment for employees delegated to render the contractual services to FX. All these costs as well as provisions of the Polish Labor Law must be taken into account when preparing the financial proposal.

2. . Acceptance criteria

2.1 Acceptance criteria

Frontex will monitor the quality of the service provided by the Contractor and selected handyman. Elements that will be monitored include:

- i. The speed and agility of responding to instructions;
- ii. The adherence to deadlines;

- iii. Overall quality of the work results;
- iv. Fulfilment of the requirements set for the profile;
- v. Adherence to Frontex policies and work standards relevant to this contract;
- vi. Communicativeness and ability to cooperate with FX staff.

3. Contractual Information and Requirements

The following requirements apply to this Contract. By submitting the tender the Tenderer confirms their full acceptance.

3.1. Duration

This Contract execution is planned to start on 1st January 2018 for an initial duration of one year with possibility of 3 renewals of 1 year each, under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other at the latest two months before expiry.

Renewal(s) do not imply any modification or deferment of existing obligations. Services shall be delivered on a daily basis. Handyman will work in accordance to the schedule agreed with Frontex Project Manager.

3.2. Security

The Contractor shall respect the Frontex Security Rules and the related policies and procedures. Frontex Security Rules and the relevant policies and procedures will be made available at the signature of the Contract (Annex 3 to the framework contract) to the involved employees of the contractor and updates, changes and in these documents or publication of new documents will be communicated during the execution of the contracts.

Unless otherwise agreed with the Agency, contractor or sub-contractor personnel performing work on the Agency's premises shall hold the nationality of an EU Member State or Schengen associated countries. The mail carrier must hold a security clearance at the level of CONFIDENTIEL UE/EU CONFIDENTIAL (or national equivalent).

If the mail carrier is not in a possession of valid Certificate of Security Clearance at the requested level, it must be delivered within 6 months from the date of the contract's entry into force.

Frontex reserves the right to terminate the contract if the condition is not met.

The Contractor's staff involved in the execution of the Contract will be asked to sign a Declaration of Confidentiality prior to the start date of their direct involvement in the Contract.

If the Contractor or his personnel and, where applicable, subcontractors fail to comply with the Frontex security rules or with instructions from Frontex Security Manual, Frontex may, without prejudice to any indemnity due by the Contractor to Frontex, terminate the Contract with immediate effect by giving notice in writing to the Contractor. In these circumstances, no costs or compensation relating to such termination shall be due by Frontex to the Contractor.

Frontex reserves the right to request the Contractor to demonstrate the valid excerpt of the criminal record of the Contractor staff members planned to participate in the execution of the Contract and to refuse participation to any person that has been: convicted of an offence concerning their professional conduct by a judgment, which has the force of res judicata; guilty of grave professional misconduct, the subject of a judgment, which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests.

3.3. Acceptance

The services contracted in this Contract will be considered accepted by handing over of an attendance form signed by a duly authorised Frontex representative. The model form is available in Appendix 2 *Attendance sheets*.

3.4. Payments

Monthly payments shall be based on accepted attendance sheets and executed within 30 days of the receipt of Contractor's invoice and registered in Frontex Registration Office.

3.5. Other costs

The prices are fully inclusive. No additional costs are eligible.

4. Methodologies, best practices and standards

The Contractor shall perform the service in accordance with technical norms, standards and procedures based on best professional practice.

5. Transparency and handover

Frontex requires transparency from the Contractor in the provision of services under the Contract, specifically regarding the organisation and staff engaged, processes and standards used, information and documentation produced in these processes, and in the methods and tools.

6. Language

All the communication and documentation, both in paper and electronic form and any other deliverables shall be in English (U.K.) and shall adhere to a high standard with no ambiguities and no mistakes in grammar or spelling. All members of the Contractor's staff allocated to this contract shall speak and write in Polish and/or (where applicable) in English.

7. Proposal

The proposal for this Contract shall be submitted in line with the Invitation to Tender.

8. Technical Proposal

The technical offer must include a CVs of Candidates, at least one per profile. The CVs must be submitted in EU format and be accompanied by copies of diplomas or certificates required and/or related to a given profile. The identification of the vehicle for bulky trash removal (type, make, etc.) as well as other relevant technical equipment/tools shall be enclosed.

Appendixes:

Appendix 1 Frontex Public Holidays 2018

Appendix 2 Attendance Sheets