



Annex II
(shall become Annex of the Contract)

Tender Procedure No: Frontex/OP/193/2016/JL

Courier Post Services for Frontex

TERMS OF REFERENCE (ToR)

1. Background Information

Below is a table with information about courier service usage and consumption between 01.07.2015 and 31.12.2015, including average figures for that period.

Destination	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	monthly average 2015
National (PL)	7	4	4	5	1	13	6
EU countries<<<	80	68	86	78	62	125	83
Non EU countries	8	10	10	10	0	7	8
Outside Europe	0	0	2	0	12	2	3
Weight/Sizes							
Standard shipping envelope	45	51	51	56	32	55	48
Standard box up to 2.5 kg	12	12	30	8	22	6	15
Box over 2.5 kg	38	19	21	29	21	86	36

2. Requested Services

Frontex requests courier services according to the following requirements:

- Courier services local (Warsaw), national and international (EU, outside EU, overseas);
- Requested services shall include import and export of goods;
- Shipping up to max.100kg and possibility of exceptional cargo service for shipments above;
- Occasionally, shipment outside of the Frontex working hours might be required;
- Procedure to claim for a lost, damaged or delayed shipment & insurance compensation;
- Shipment insurance;
- In case of delay or non-delivery due to force majeure, the Contractor provides a report explaining the reasons.

Further details for courier service are listed below:

2.1. Courier Service Items Shipping Times

Frontex expects the following shipping services:

- In case of courier service items to be shipped from Frontex, courier service is called on the day of shipment and is requested to pick-up the courier service item during the same day (within max 4 hours after the call).
- The following delivery standards apply
 - Express Delivery (up to 09:00 the following working day);
 - Regular Delivery (by the end of the next working day)
 - Price Saving Delivery (e.g. within 48 hours)

2.2. Shipping Envelopes and Boxes

Frontex expects from the Contractor a provision of different size envelopes and boxes.

2.3. Booking, Tracking and Tracing of Shipments

Booking, Tracking and Tracing of individual shipments shall be provided online. Undeliverable post shall be returned to Frontex.

2.4. Support for Duty Clearance Procedures

Courier service provider shall provide support in customs issues/duty clearance procedures.
Courier service provider shall be ready to act on behalf of Frontex towards national customs authorities (including pre-financing of custom's fees, later to be billed to Frontex).

3. Relevant Information for the offered Contract

The following clauses have to be included to a proposed contract (**a proposal of a draft contract has to be submitted within the provided offer**) between the courier service provider and Frontex:

3.1. Payment Period for Courier Service Invoice

With regard to the payment period for any courier service invoice, Frontex requests a minimum payment period of 30 days, starting from day of reception as certified by registration of the invoice at Frontex. Only paper invoices are accepted.

3.2. Billing

Frontex requests billing for each calendar month individually and totally, each invoice is to be received during the following calendar month. Invoice is requested to include full details on individual shipments/services for a month concerned.

3.3. Annexes to Contract

This Annex II - Terms of Reference, and the awarded Contractor's technical and financial offer have to become binding attachments to the prospective Contract.

3.4. Mandatory legal clauses (to be incorporated in the offered draft Contract)

- a. The Contract duration shall be for 4 years.
- b. The Contract shall be governed by Union law, complemented where necessary by the law of Poland.
- c. The Contract shall contain a VAT exemption clause.
- d. The Contract shall also contain a termination clause, applicable for both parties.
- e. The Contract shall refer to relevant Polish court in case of any dispute.
- f. The Contract shall contain a following confidentiality clause: "Provisions of this Contract shall be confidential and shall not be available to any third party without prior written approval of both Parties. This reservation does not refer to disclosure of the terms of this Contract in a situation determined by legal provisions."
- g. The Contract shall contain a following clause regarding data protection:

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movements of such data¹. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Frontex and its Finance and Procurement Unit without prejudice to possible transmission to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to Frontex and its Finance and Procurement Unit. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Any other personal data processed by the Contractor in the performance of the Contract must be processed according to the relevant national law implementing the legislative acts of the European Union, particularly 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.²

In particular, the Contractor undertakes to adopt appropriate technical and organizational security measures having regard to the risks inherent in the processing and the nature of the personal data concerned in order to:

¹ OJ L 8, 12.01.2001, p.1.

² OJ L 281, 23.11.1995, p. 31.

- a) prevent any unauthorized person from having access to computer systems processing personal data, and especially:
 - aa) unauthorized reading, copying, alteration or removal of storage media,
 - ab) unauthorized data input as well as any unauthorized disclosure, alteration or erasure of stored personal data;
 - ac) using data-processing systems by means of data transmission facilities;
- b) ensure that authorized users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorization;
- f) design its organizational structure in such a way that it meets data protection requirements.

h. The Contract shall contain a following clause regarding Force Majeure:

Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

If either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration for the goods actually delivered and any service provided.

The contracting parties shall take the necessary measures to reduce damage to a minimum.

4. Shipping Forecast

Taking into account previous year's experiences, Frontex expects the following amounts of courier service required for 2017.

Destination	Monthly Average 2015 (units)	Monthly Average 2017(Prognosis in units)
National (PL)	6	8
EU countries	83	92
Non EU countries	8	10
Outside Europe	3	4

The weight distribution of express mail of Frontex is estimated as follows:

- Light weighted letters (approx. 0 to 0,5 Kg): 20%
- Heavy letters (approx. 0,5 to 1 Kg): 50%
- Light-weighted parcels (approx. 1 Kg to 5 Kg): 10%
- Heavy parcels (5 Kg and more): 20%

5. Administrative Information

In addition to the above, please find below the following administrative information for the prospective contract implementation.

5.1 Frontex Working Hours

Courier service items are handed over at Frontex reception on ground floor in building at Plac Europejski 6, Warsaw, Poland. Frontex working hours are Monday-Friday, between 09:00 and 17:00 local time.

5.2 Frontex Contact for Courier Service Provider

The following Frontex entities are entitled as contact point for the prospective courier service provider:

- During working hours: Frontex Registration Office;
- Outside working hours: Senior Duty Officer;
- Details of above mentioned Frontex contact points will be provided for the prospective contract at the stage of the contract signature.