

**Express courier delivery**

**Annex I.B.2 to the Framework Contract**

**TECHNICAL SPECIFICATIONS**

**LOT 2**

Express courier delivery from the buildings of the European Institutions and Bodies<sup>1</sup> (except the European Parliament) in Luxembourg to destinations worldwide and vice versa.

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<sup>1</sup> Hereinafter referred to as 'the Institutions'

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## TECHNICAL SPECIFICATIONS

Express courier delivery from the buildings of the European Institutions in Luxembourg to destinations worldwide and vice versa.

### 1. Deliverables

- Collection of mail from the departments of the Institutions in their various buildings in Luxembourg and delivery to destinations worldwide;
- Collection of mail from the departments of the Institutions throughout the world, and delivery to the departments of the Institutions located in the various buildings in Luxembourg;
- Supply of tear-resistant, waterproof envelopes and of special boxes for bulky mail items;
- Insurance of certain mail items for their replacement value.

### 2. Definitions of terms:

The following definitions are used in these technical specifications.

*Dispatch note*: waybill accompanying the consignments from their collection to their delivery

*Order*: mail dispatch request addressed to the contractor by an *express mail correspondent*. Each order must be made on an official dispatch form.

*Specific contract*: contract signed by the managing department indicating the amount corresponding to the projected volume of orders and the period covered.

*Express mail correspondents*: staff members officially authorised by the Institutions, which may request services under a specific contract drawn up in advance.

*Responsible contact person*: contractor's contact person for operational monitoring or financial follow-up of the contract

*Managing department*: the unit responsible for managing the contract as a whole. This department is the single point of contact for the service provider for any legal or financial question which may arise during the execution of the contract. Each Institution has its own managing department.

### 3. List of countries to be served

To help differentiate prices and delivery times, the destination countries are grouped into zones.

A non-exhaustive list of current destinations is attached in Annex I.B.5.

- **Zone 1:** EU and EFTA<sup>2</sup>

Zone 1 comprises the Member States of the European Union and EFTA (Iceland, Norway, Switzerland and Liechtenstein), plus Andorra, the Vatican City, Monaco, Gibraltar, Jersey, Guernsey, the Isle of Man and San Marino.

Overseas territories of countries in Zone 1 located outside the continent of Europe are included in Zone 4. The following outer islands are included in Zone 1:

- Denmark: the Island of Bornholm in the Baltic Sea;
- Estonia: the Islands of Hiiumaa and Saaremaa in the Baltic Sea;
- Finland: the autonomous archipelago of the Åland islands at the entrance to the Gulf of Bothnia;
- France: Corsica;
- Greece: Corfu and the Ionian Islands, Crete, all the Aegean Islands and the Dodecanese;
- Italy: Sardinia, the Aeolian Islands, the Aegadian Islands, Sicily, Pantelleria, Linosa and Lampedusa;
- Malta: Gozo;
- Spain: the Balearic Islands;
- Sweden: the Island of Gotland in the Baltic Sea;
- United Kingdom: the Orkney Islands, the Hebrides, Shetland.

During the period of validity of the framework contract, the composition of Zone 1 will take account of the accession and exit of any Member States to/from the European Union (the composition of Zone 2 will be adjusted to reflect the change).

A non-exhaustive list of current destinations is attached in Annex I.B.5.

- **Zone 2:** Other European countries

Zone 2 comprises member countries of the Council of Europe<sup>3</sup> (and candidates for accession to it) that are not included in Zone 1.

**Zone 3:** NAFTA countries (North American Free Trade Agreement)<sup>4</sup>, i.e. the United States, Canada and Mexico

- **Zone 4:** Rest of the world

The most remote islands of the European Union, as defined by Eurostat, are considered as being in this zone:

France: Guadeloupe, Martinique, Réunion;

Portugal: Madeira, the Azores;

Spain: Canary Islands.

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<sup>2</sup> [http://europa.eu/about-eu/countries/index\\_en.htm](http://europa.eu/about-eu/countries/index_en.htm)

<sup>3</sup> <http://www.coe.int/en/>

<sup>4</sup> <http://www.nafta-sec-alena.org/>

**4. List of buildings to be covered*****For the European Commission***

T2 Building	1, boulevard Pierre Frieden L-1543 Luxembourg
ARIANE building	rue 400, route d'Esch, L-1443 Luxembourg Gasperich
DROSBACH building	12, rue Guillaume Kroll, L-1882 Luxembourg Gasperich
BECH Building	5, rue A. Weicker, L-2721 Luxembourg Kirchberg
EUFO I + II buildings	10, rue Robert Stumper, L-2557 Luxembourg Gasperich
HITEC building	11, rue E. Ruppert, L-2557 Luxembourg Gasperich
LACCOLITH building	18-20, rue Eugène Ruppert, L-2453 Luxembourg
MAEU building	7, rue du Marché-aux-Herbes, L-1728 Luxembourg

***For the Office for Official Publications of the European Communities:***

MERCIER building	2, rue Mercier, L-2985 Luxembourg Gare
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***For the Court of Justice***

ERASMUS building	rue du Fort Niedergruenewald, L-2925 Luxembourg Kirchberg
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***For the Court of Auditors***

K3 building	12, rue Heinrich Aigner, L-1615 Luxembourg-Kirchberg
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***For the Translation Centre***

DROSBACH building	12E, rue Guillaume Kroll L-1882 Luxembourg - Gasperich
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***For the European School II,***

European School II	6, rue Gaston Thorn, L-8268 Bertrange
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Each Institution shall inform the contractor on the buildings to be served either on a daily basis or upon request.

The list of buildings may be amended by the contracting authority during the period of the performance of the contract. These changes shall not affect the other conditions of the contract.

**5. Responsibility of the parties concerned*****The contractor***

The contractor shall be liable for the shipments from their collection to their delivery to the addressee.

The contractor shall appoint two *responsible contact persons*: one for operational matters and one for financial follow-up. These persons will be responsible for providing the institutions with information relating to implementation of the contract (tracking mail items and financial follow-up) within the time limits specified therein. Any change or replacement of a *responsible contact person* must be notified to the institutions.

Once the contract is signed, the contractor will provide the Institutions with the names of the *relevant contact persons*, the times at which they may be contacted and the means of communication which may be used (telephone, fax, e-mail).

The contractor must place a helpdesk service at the Institutions' disposal which is available in at least French and English and is accessible on all Institution working days from at least 09h30 to 16h30.

The contractor must place at the Institutions' disposal, at its own expense, the computer interface required to enter *orders* and complete *dispatch forms*.

Prior to the start of the contract, the contractor must provide, at its own expense, training for the *express mail correspondents* of the Institutions who will be using its computer application. Courses will be organised at the request of the Institutions on their own premises and are to be free of charge.

### ***The managing department of the Institutions***

*The managing department* of each Institution will be responsible for preparing specific contracts, ordering supplies, and ensuring administrative and financial follow-up of the contract. It will be the contractor's main point of contact.

The *managing department* must have the exclusive right to grant access to the ordering application to the *express mail correspondents*. The Institutions will not meet the cost of dispatching mail items ordered using access rights that were not granted by the *managing department*.

### ***Express mail correspondents of the Institutions - Staff authorised to place an order.***

Only the *express mail correspondents* may place an *order* with the contractor.

The contractor shall be responsible for checking that the officials or other operators placing orders are *express mail correspondents* duly authorised to do so. The *orders* entered in the digital database must be protected by a confidential password. *Express mail correspondents* at the Institutions will have access to a computer application for ordering the dispatch of mail items, made available by the contractor. They will be responsible for entering requests for the dispatch of mail on behalf of their institution.

The Institutions will not be liable for any dispatch services ordered by non-authorised persons.

## **6. Collection times**

The contractor must pick up the mail in the various buildings of the Institutions. The operational details of the procedure to be followed will be agreed in detail with the contractor. This will include at least the frequency of collection from each building and the arrangements for letting the contractor know that a mail item is awaiting dispatch. The contractor must provide a contact point for the *express mail correspondents* of the Institutions.

- **Daily collections:**

The contractor shall collect the consignments from Monday to Friday, generally between 17h00 and 19h00. These times will be indicated in the specific contracts.

- **Collections on request:**

The contractor's representative will be informed by telephone up to 17h00 for collections on request to be made the same day.

Collections may also be required in exceptional circumstances on Saturdays (around six dispatches per month for all Institutions together).

Notwithstanding the working days which may exist in some countries, collections and deliveries must be carried out on 11 November, 26, 27, 28, 29 and 30 December, where these dates do not fall on a Saturday or Sunday.

## **7. Placing orders and tracking consignments**

### ***Placing orders***

*Express mail correspondents* shall draw up:

- their *orders* for courier services using software supplied by the contractor, or by drafting a *collection note*. The contractor shall collect the mail from the Institutions' buildings;
- their orders for supplies (envelopes and boxes) with a view to packaging the consignments. The price of supplies is included in the cost of mailing, so no additional invoices must be submitted in respect of such deliveries.

### ***Tracking mail items***

The contractor shall transport the consignments and deliver them to the addressee who shall sign for their receipt.

The contractor must be able to immediately forward original proof of receipt of the mail item by the addressee (individual acknowledgement of receipt dated and signed by the addressee).

Where:

- the addressee is a natural person, the acknowledgement of receipt must be signed either by this person or by another person duly appointed by him/her;
- the addressee is a legal entity, the acknowledgement of receipt must be signed by a member of this entity authorised to receive dispatches addressed to the entity.

In any event, in addition to the description of the consignment concerned according to the indications of the *express mail correspondent*, the acknowledgement of receipt must clearly show the name and signature of the person who received the consignment, as well as the time and date of receipt.

In addition to cases in which the Institutions have made a prior request to the contractor to submit the acknowledgement of receipt dated and signed by the addressee, the acknowledgement of receipt with the signature of the person who received it, or any other document proving that the consignment was delivered, may be requested at the institutions' discretion and at no extra charge to the institutions. The contractor shall retain these document for a period of at least 60 days following the date of delivery of the consignment to the addressee in order to guarantee that they can be forwarded to the Institutions, if requested.

## 8. Delivery

### ***Preparing transport documents***

The contractor must prepare any documents (other than the *dispatch note*) needed to ensure mail items reach their destination safely.

Where necessary, the contractor will ensure that all the customs formalities required for successful delivery of mail items are completed.

### ***Delivery period:***

*Delivery time* = the time that elapses between the collection and delivery of mail items calculated in hours (GMI). Only the hours of the working days<sup>5</sup> must be taken into account. Non-working days and delays caused by events beyond the contractor's control, i.e. those caused by force majeure and/or unforeseen circumstances, duly justified, will be deducted from the delivery time. The delivery period begins to run from 19h00 on the day the mail item is collected by the contractor.

AREAS	Maximum delivery times for standard consignments on working days
Zone 1	maximum 24 hours for the capital cities of the states 48 hours for the rest of the territory of the countries concerned
Zone 2	maximum 48 hours 84 hours for the Asian part of Russia
Zone 3	maximum 48 hours
Zone 4	maximum 84 hours

### ***Deadline for delivery not respected***

In the event of failure to comply with the maximum delivery times, duly noted by the Institutions, the invoice for the mail item is no longer payable and the Institutions may claim compensation of EUR 100, by way of liquidated damages.

If the addressee refuses to accept the mail item because of the delay in delivery, and the Institutions wish to have it sent back, the return cost will be borne by the contractor.

This could happen for example if promotional material for an event were to be delivered too late to be used in the planning of the event.

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<sup>5</sup> As a general rule, there are considered to be five working days per week, Monday to Friday. Given the number of countries concerned, a comprehensive definition of what constitutes a working or non-working day is not possible. Consequently, public holidays in the country of departure and in the destination country will be considered as non-working days. Contractors are not expected to work seven days a week.

In the event of the loss of an uninsured mail item, duly noted by the Commission, the contractor is liable to pay compensation of EUR 500 per lost mail item, by way of liquidated damages. Mail items are presumed lost if they have either not been delivered to the addressee or returned to sender within 30 calendar days of dispatch.

The contractor shall immediately inform the Institutions of any problem which could hamper proper performance of the services, including any ban on delivery to a specific country (for political or other reasons).

## **9. Reliable and detailed tracking of each consignment**

The contractor shall provide reliable and detailed tracking for each consignment via its website, even under exceptional circumstances (closure of airports, strikes etc.). Each consignment, with the details of each stage, may be monitored via the contractor's website, as listed in Annex I.A.2 - 'Price form' to the contract.

In the event that the contractor finds it impossible to deliver the consignment, it must undertake to formally redeliver the consignment within a maximum period of 24 hours, and to notify the institutions' correspondent responsible for the consignment as soon as possible.

If, on the second attempt, the contractor again fails to deliver the mail item, it must notify the addressee by leaving a card indicating the address at which the mail item will be available and period of time for which it will be retained.

Once this deadline has passed, the contractor shall notify the Institutions' correspondent who will give instructions on how to proceed with the consignment on a case-by-case basis (return it to the correspondent, return to sender, destruction, etc.).

## **10. Pricing, calculation of costs**

In the event that a consignment is to be sent to a country not included in one of the specified destination zones in Annex I.B.5 to the contract, it will be invoiced at the same price as a delivery to the same geographical region of which it logically forms a part, to be agreed between the contractor and the Institutions before dispatch.

Prices are flat-rate and include:

- the cost of supplies (envelopes, boxes, etc.) for packing mail items;
- all the logistical and administrative processing services required (transport, customs clearance, etc.).

Additional costs incurred by the instructions given by the Institutions to the contractor where the latter is prevented from delivering the consignment to the addressee after two attempts shall be invoiced by the contractor to the Institutions. The contractor must attach proof of such costs in this case.

The costs incurred by returning the consignments authorised by the *express mail correspondents* will be invoiced at the same tariff as the shipping costs.

The cost of any insurance for the mail items will be calculated as a percentage of the real value of the item, as indicated by the Institutions (cf. Annex I.A.2 the percentage indicated by the contractor). This is added to the price of dispatch.

Before delivery, the contractor shall ensure that the relevant destination is within the zone covered by its services. If this is not the case, it shall immediately return the consignment to the sender free of charge.

## **11. Insurance of certain mail items**

### Optional insurance.

Where necessary, and *only on the instructions of the Institutions*, the contractor will take the steps required to insure mail items for their replacement value, using the valuation provided by them. Comprehensive insurance is required in this case. Calculation of the cost of this optional insurance is explained in point 10 above.

### Automatic standard insurance

If the managing department does not provide a valuation, the value of items transported will be based on CMR (Convention on the Contract for the International Carriage of Goods by Road) and IATA (International Air Transport Association) rules.

## **12. Management of the contract**

### *Monitoring of the services*

In the interests of proper financial management of the contract, the Institutions will need to see at any time, but at least every two weeks, a summary statement of all orders for express mail transport placed by express mail correspondents (the amounts of commitments under the contract).

This requirement can be met by any electronic means, from direct access to a report on the web interface to sending an Excel table by e-mail. The data must be available to the Institutions in real time if the computer system allows or twice a month (every fifteen days), if necessary within three working days, at the Institutions' express request.

### *Administration of the network of express mail correspondents*

To ensure that access to the express mail dispatch computer system is properly managed, the Institutions:

- must have access administrator rights (creation and suspension of access rights, administrator's overview of the activity of express mail correspondents, etc.)
- would like to be able to extend control over user activity through the setting of limits on use per correspondent or sub-account, and the sending of warnings when 80% of the allotted budget has been used. It would be particularly useful to be able to block orders as soon as the budget runs out.

### *Invoicing*

To optimise the processing of invoices corresponding to large numbers of mail items, the following procedure must be applied:

Once every month the contractor must send a report (also available on an electronic medium) showing at least the following details: a report reference number (to be marked on invoices), the number of the client account, the number of the *express mail correspondent*, the number of the *dispatch note*, the date of dispatch, the date and time of delivery, the country of destination, the type of mail item (document or other), the number of items, the weight and the price. This table must allow the managing department to make checks on the services provided.

The Institutions will have 20 days from the receipt of each report to carry out checks and approve the report. Approval of the report constitutes acceptance of the services provided and is communicated to the service provider who may

- make any comments within ten working days, or
- issue the invoice corresponding to the report.

In the event of any disagreement concerning a report, the parties must document their arguments and finalise their conclusions within a reasonable time limit. It should be borne in mind that acceptance of the services received does not prejudice the outcome of any subsequent checks carried out during the invoice payment procedure.

The invoice must always be accompanied by the reports approved by the institutions and countersigned by the contractor.

### **13. Statistics**

At the *managing department's* request the contractor must provide annual statistical data in Excel-type format, on the basis of the data given in the consignment notes, in particular: the number of consignments per Institution depending on weight, destination and geographical origin.

### **14. Environmental Protection**

The contractor undertakes to comply with the environmental legislation in force in the area of the contract. In this regard, it should be noted that the Institutions support the use of the environmental management system EMAS (Eco-Management and Audit Scheme). EMAS is an environmental management standard used for evaluating, reporting and improving environmental performance in relation to activities, products and services.