

# **Terms of Reference**

**Ref: CFT-1708**

**Supply of event material and EIB  
branded items for events, meetings  
and conferences**

# Terms of Reference

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## **Foreword**

We thank you for the interest you have shown in this procurement procedure which consists of the following documentation in order of priority:

- These Terms of Reference, with their annexes;
- The Model Framework Agreement, with its appendices;
- The Contract Notice;
- The Administrative forms for EIB tenders (forms 1-7); and
- The General Administrative and Submission Clauses.

Although the above documents constitute the complete Procurement Documents for this tender, Tenderers are invited to check regularly the e-Tendering website where any additional information or clarifications concerning this procedure will be made available.

## **1. Introduction**

### **1.1. Background on the EIB**

The European Investment Bank (EIB or the Bank) is the financing institution of the European Union (EU). Created by the Treaty of Rome, its shareholders are the Member States of the EU, and its Board of Governors is composed of the Finance Ministers of these States. The EIB enjoys its own legal personality and financial autonomy within the Community system.

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The mission of the EIB is to contribute, by financing sound investment, to the policy objectives of the EU, as laid down in its statutes and in decisions of the European Council.

The EIB contributes towards the integration, balanced development and economic and social cohesion of the Members of the EU. To this end, it raises on the markets substantial volumes of funds that aim at financing capital projects according to the objectives of the EU with the most favourable financial terms. Outside the EU the EIB implements the financial components of agreements concluded under European development aid and cooperation policies.

More background information about the EIB may be found on the website [www.eib.org](http://www.eib.org)

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## 1.2. Key information on the procurement procedure

Title	<b>Supply of event material and EIB branded items for events, meetings and conferences</b>
Procedure	Open
Expected Start	3 <sup>rd</sup> quarter 2023
Type of contract	Framework Agreement
Framework Type	Multiple providers in cascade
Number of envisaged operators	Maximum 3, provided that a sufficient number of admissible tenders have been received
Duration	4 years
Maximum estimated expenditure	2 500 000 Euro over complete duration of the Framework Agreement
Main place of delivery	Luxembourg or any of the locations specified in Annex A – Technical Specifications
Lots	This tender is not divided into Lots
Variants	Not permitted
Consortia	Permitted but must be clearly described in the tender.
Subcontracting	Permitted but must be clearly described in the tender.
Market Access	<p>Participation to this tender is limited to economic operators established in a Member State of the European Union or the European Economic Area, as well as to economic operators established in a country subject to Stabilisation and Association Agreements<sup>1</sup>.</p> <p>This market access limitation shall apply only to the tenderer or, in the case of a joint tenderer, to each consortium member, but not to subcontractors.</p> <p>Subcontracting, while permitted, may not be used with the intent to circumvent the market access limitation.</p>

<sup>1</sup> Currently this comprises the following countries: Albania, North Macedonia, Montenegro, Serbia Bosnia and Herzegovina and Kosovo.

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	For the avoidance of doubt, tenders not meeting the market access limitation shall be rejected.
Tender submission method	Electronic submission, access via: <a href="https://etendering.ted.europa.eu/cft/cft-display.html?cftId=14031">https://etendering.ted.europa.eu/cft/cft-display.html?cftId=14031</a>
Site visit	Not applicable
Data room	Not applicable

### 1.3. Brief description of the required supplies

The objective of this Call for Tenders is to award a Framework Agreement to up to three (3) successful Tenderers for the provision of event material and branded items for the Communication Department of the EIB.

### 1.4. Timetable

Milestone	Deadline*	Notes
Deadline for sending requests for clarification	<b>05/06/2023</b> at 23:59CET**	See <b>point 3.1</b> of `General Administrative and Submission Clauses` for additional information
Deadline for submission of tenders	<b>19/06/2023</b> at 15:00 CET	See <b>point 4</b> (or Appendix 1) of `General Administrative and Submission Clauses` for additional information
Opening session ( <u>not public</u> )	<b>20/06/2023</b> at 10:00 CET	See <b>point 5</b> of `General Administrative and Submission Clauses` for additional information
Signature of the Framework Agreement	3 <sup>rd</sup> quarter of 2023	Estimated

\* Please note that EIB holidays for **2023** are as follows:

**18, 19, 29 May; 23 June; 1 November; 25, 26 December.**

**\*\*CET = Central European Time LUXEMBOURG**

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### 1.5. Lots

This tender is not divided into lots. The Tenderer must be able to provide all services requested in **Annex A**.

### 1.6. Exclusion criteria

Pass/Fail Requirement:

- The EIB shall exclude an economic operator from participation in this procurement procedure under the conditions described in point V [Exclusion Effect] of the 'Declaration on honor on exclusion criteria and selection criteria and on absence of conflict of interest'

Proof of the above is to be provided by:

- Signed and dated Tenderer declarations found in **Form 5** of the 'Administrative forms for EIB tenders' by the tenderer and, if applicable, group member and subcontractors.

### 1.7. Selection criteria

Tenderers must have the overall capabilities (technical & professional, economic & financial, and legal) to provide the items under the Framework Agreement. If any of the selection criteria listed below are not fulfilled, tenders will not be selected for evaluation.

#### 1.7.1. Technical and professional capacity

Pass/Fail Requirement 1:

- Tenderers must demonstrate prior **relevant experience** in providing the items comparable to those required under the Framework Agreement in relevant and verifiable project references for contracts completed within the last 3 (three) years prior to the deadline for submission of tenders for the present Call for Tenders.

Proof of the above is to be provided by:

- a list of the main contracts achieved within the last 3 (three) years **of at least three (3) and maximum five (5) project references** specifying the value, dates and recipients of the supplies provided and the specific and detailed tasks performed by the Tenderer. All the references must be of a comparable nature, complexity and client organisation size to the items described in Annex A – Technical Specifications, and each contract shall be of a minimum value of EUR 25.000.
- All the references must be for projects completed prior to the deadline for submission of tenders (**ongoing assignments will not be accepted**). If the Tenderer submits more than five (5) project references, only the first five (5) in the order of sequence in the tender will be analyzed during the selection procedure. The project references

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should be provided following the **Form 7**– Project Reference Form of the Administrative forms for EIB tenders.

- The EIB reserves the right to verify the authenticity of the project references.

### Pass/Fail Requirement 2:

- Tenderers must have an **environmental and quality management systems**.

Proof of the above is to be provided by:

- Certificate of environmental management systems and schemes (e.g. EMAS, ISO 14001 or equivalent certificates).
- Certificate of ISO 9000 quality standards or equivalent certificates.

Equivalent certificates must be established by bodies in the Member States of the European Union and comply the European standards of the related certification.

Other evidence of equivalent quality assurance measures will also be accepted where the Tenderer has no possibility of obtaining such certificate within the time limits of this Call for Tenders for reasons not attributable to the tenderer, provided that the tenderer proves that the proposed measures comply with the required systems and/or standards as indicated above.

### 1.7.2. Economic and financial capacity

#### Pass/Fail Requirement:

- The Tenderer must have for each of the past three financial years for which accounts have been closed and final audited figures are available, an annual turnover of at least **EUR 1 100 000**. Where a Tenderer is relying on the capacities of other entities (group members and/or subcontractors) to fulfil this criterion, the Bank will require the Tenderer and those entities to be jointly liable for the execution of the Agreement if successful. In such cases, the pass/fail rule may be satisfied under a consolidated assessment.

Proof of the above is to be provided by:

- Completed **Form 6**; and
- Copies of the balance sheets and economic outturn (profit & loss) statements covering at least the last three years for which accounts have been closed where publication of them is required under the company law of the country in which the economic operator is established. These documents must be produced and/or certified by certified auditors or similar operators or as required by the law of the country where the economic operator is established.

If the Tenderer is unable to provide the aforementioned documents at the tender stage, e.g. if publication of these is not required under the company law of the country in which the economic operator is established etc., other documentation, proving the stable



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financial position may be acceptable. Such other proof may be a letter/statement by certified auditors confirming the required financial data or the financial stability of the respective economic operator.

### 1.7.3. Legal capacity

#### Pass/Fail Requirement:

- The Tenderer must prove that they are registered to pursue the professional activity under national law.

Proof of the above is to be provided by:

- A certificate of registration in the relevant trade or professional registers in the country of establishment/incorporation. If the Tenderer is not required or allowed to register in such a register for reasons related to its statute or legal status, EIB shall accept, as satisfactory evidence, a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

## 1.8. Mandatory requirements and Award criteria

Tenderers who have proved that they are not subject to the grounds of the exclusion criteria and have demonstrated the appropriate capacity to perform the Framework Agreement on the grounds of selection criteria, will be assessed on the basis of the mandatory requirements and, if passed, against the award criteria, which serve to identify the most economically advantageous tender, according to the “best price-quality ratio” award method.

For this tender the Quality weighting will be 70% and the Price weighting will be 30%.

### 1.8.1. Compliance with mandatory requirements

The Bank will first assess the technical proposal for compliance with the following mandatory requirements on a Pass/Fail basis.

Tenderers must have in their Catalogue and have the capacity to deliver to the EIB in the performance of the Framework Agreement the items with the characteristics as described in the table below:

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<b>DISPLAY STANDS</b>	
<b>No</b>	<b>Specifications Required</b>
<b>1</b>	<b>Panels 594 x 841 mm (A1) (a deviation of +/- 10% will be deemed compliant) - Foam board 5mm thick</b> <b>Digital printing - front side only - four colour process</b>
<b>2</b>	<b>Posters 841 x 1129 mm (A0) (a deviation of +/- 10% will be deemed compliant) – FSC paper 400gr, untearable</b> <b>Digital printing - front side only - four colour process</b>
<b>3</b>	<b>Roll-ups (canvas) 800 x 2 145 mm (a deviation of +/- 10% will be deemed compliant) - High-tenacity coated polyester fabric - satin/matt finish - M2 fire rating - recycled</b> <b>Digital printing - front side only - four colour process</b>
<b>4</b>	<b>Roll-ups 800 x 2 145 mm (a deviation of +/- 10% will be deemed compliant) - High-tenacity coated polyester fabric - satin/matt finish - M2 fire rating - recycled - fully mounted (canvas, support pole, carry bag)</b> <b>Digital printing - front side only - four colour process</b>
<b>5</b>	<b>Roll-ups 1500 x 2200mm (a deviation of +/- 10% will be deemed compliant) - High-tenacity coated polyester fabric - satin/matt finish - M2 fire rating - recycled - fully mounted (canvas, support pole, carry bag)</b> <b>Digital printing - front side only - four colour process</b>
<b>6</b>	<b>Backdrops 3 000 x 2 300 mm (a deviation of +/- 10% will be deemed compliant) - textile polyester PolyStretch or equivalent - recycled</b> <b>Digital printing - front side only - four colour process</b>
<b>7</b>	<b>Backdrops 6 000 x 2 300 mm (a deviation of +/- 10% will be deemed compliant) - textile polyester PolyStretch or equivalent - recycled</b> <b>Digital printing - front side only - four colour process</b>
<b>8</b>	<b>Photocall approx.: 3 000 x 2 300 mm (a deviation of +/- 10% will be deemed compliant) - textile polyester PolyStretch or equivalent - recycled</b> <b>Digital printing - front side only - four colour process</b>

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9	Beach flag height: 3m - textile polyester PolyStretch or equivalent - recycled Digital printing - front side only - four colour process
10	Beach flag height: 5m - textile polyester PolyStretch or equivalent - recycled Digital printing - front side only - four colour process
<b>OFFICE SUPPLIES</b>	
<b>No</b>	<b>Specifications Required</b>
1	1-color pen refillable ballpoint pen Material: recycled plastic. Pad printing process (topography) - 1 color Digital printing - 4 colors
2	4-colors pen 20 mm large x 80 mm high Screen process printing (serigraphy) - 1 color Digital printing - 4 colors
3	Pencils with eraser - At least 75% wood coming from certified, sustainable forests (FSC/PEFC). Screen process printing (serigraphy) - 1 color Digital printing - 4 colors
4	Notebooks A5. Elastic closure, satin bookmark ribbon. Material: min. 325 g recycled cardboard and recycled paper Pad printing process (tampography)- 1 color Pad printing process (tampography) - 4 colors
5	Notebooks with spiral A5. Elastic closure, satin bookmark ribbon. Material: min. 325 g recycled cardboard and recycled paper Pad printing process (tampography) - 1 color Pad printing process (tampography) - 4 colors
<b>FOOD &amp; DRINKWARE</b>	

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No	Specifications Required
1	<p>Mugs customizable mug (50% bamboo fiber and 50% PP or similar sustainable material). Capacity: min. 300ml</p> <p>Screen process printing (serigraphy) or Pad printing process (tampography) - 1 color</p> <p>Digital printing - 4 colors</p>
2	<p>Isothermal mugs customizable mug, isothermal.</p> <p>Capacity: min. 300ml</p> <p>Screen process printing (serigraphy) or Pad printing process (tampography) - 1 color</p> <p>Digital printing - 4 colors</p>
3	<p>Water bottles isothermal Capacity 500 ml Recycled steel</p> <p>Screen process printing (serigraphy) or Pad printing process (tampography) - 1 col</p> <p>Digital printing - 4 colors</p>
<b>TEXTILE</b>	
No	Specifications Required
1	<p>T-shirts 100% bio cotton jersey</p> <p>Option: embroidery using textile fibers of certified biological origin (GOTS certified)</p> <p>embroidery: 1 color</p> <p>embroidery: 4 color</p>
2	<p>T-shirts 100% bio cotton jersey</p> <p>Option: screen printing using eco-friendly inks GOTS certified</p> <p>Screen process printing (serigraphy) - 1 color</p> <p>Screen process printing (serigraphy) - 4 colors</p>
3	<p>Textile table flags - flags EIB, EU, country - pole and flag 10 x 15 cm</p> <p>Screen process printing (serigraphy) - 4 colors</p>

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4	<b>Lanyards with logo with a retractable ID card holder.</b> <b>Lanyard made with recycled PET or natural fibre (cotton, bamboo etc)</b> <b>Screen process printing (serigraphy) - 1 color</b>
5	<b>Bags: tote bags Screen printing.</b> <b>GOTS certified</b> <b>Screen process printing (serigraphy)- 4 colors</b>
6	<b>Automatic umbrella, presented in a bag. Recycled plastic</b> <b>Screen process printing (serigraphy) - 4 colors</b>
7	<b>Folding umbrella with automatic opening mechanism, presented in a bag. Recycled plastic</b> <b>Screen process printing (serigraphy) - 1 color</b>
<b>ACCESSORIES</b>	
<b>No</b>	<b>Specifications Required</b>
1	<b>Wireless headphones - Bluetooth 5.0 wireless, touch control including volume, IPX4 water and sweat resistant.</b> <b>Charging box included. Connectors: Type-C.</b> <b>PVC free &amp; sustainable materials where possible</b> <b>Pad printing process (tampography) - 1 color</b>
2	<b>Compact solar charger 2200mAh charger with integrated solar panel.</b> <b>Charges with sunlight or USB</b> <b>5V/1A output, 5V/1A input.</b> <b>Dimensions: max. length 10 cm - 2600 mAh battery - Micro USB cable.</b> <b>PVC free &amp; sustainable materials where possible</b> <b>Pad printing process (tampography) - 1 color</b>
3	<b>Bluetooth speaker Mini speaker 10m range. Compatible mobile phone, tablet.</b> <b>PVC free &amp; sustainable materials where possible</b> <b>Pad printing process (tampography) - 1 color</b>
<b>Miscellaneous</b>	

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No	Specifications Required
1	<b>Sticky notes bloc 100 notes, 76 x 76 mm</b> <b>Recycled paper (FSC/PEFC)</b> <b>Digital printing - 4 colors process</b>

Only the Tenders meeting the above mandatory requirements will be considered for further evaluation against the qualitative award criteria.

### 1.8.2. Qualitative award criteria

Qualitative award criteria (Q)	Weighting
<p><b>1. Quality of the proposed methodology</b></p> <p>Quality and relevance of the methodology and delivery model proposed with description of the relevant procedures for the delivery of the items requested by the Bank under the Framework Agreement in compliance with the requirements defined in Annex A – Technical Specifications, including the means to be implemented, the proposed operational relationships between the Bank and the Provider, as well as the proposed quality control processes.</p> <p><b>2. Catalogue offer</b></p> <ul style="list-style-type: none"> <li>- number and variety of models for each item in the Catalogue, provided they are compliant with the mandatory requirements as described in section 1.8.1 above;</li> <li>- clarity of the description of an item in the Catalogue and quality of the material each specific item is made of, provided they are compliant with the mandatory requirements as described in section 1.8.1 above; and</li> <li>- overall quality of the items presented in the Catalogue (eco-friendly items, innovative and attractive, durable, recyclable), provided they are</li> </ul>	<p><b>40</b></p> <p><b>60</b> (divided as follows)</p> <p>20</p> <p>20</p> <p>20</p>

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compliant with the mandatory requirements as described in section 1.8.1 above	
<b>Total number of points</b>	<b>100</b>

Tenders scoring less than **70%** of the overall quality total or less than **50%** in the points awarded for a single quality criterion will be excluded from the rest of the assessment procedure.

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### 1.8.3. Financial award criterion

The financial score will be calculated on the basis of the total Financial Scenario indicated in the **Financial Proposal**.

The total Financial Scenario and the estimated volumes therein provided are used for tender evaluation purposes only and shall not be construed as a commitment of items to be procured by the Bank, under the Framework Agreement.

In a final step the scores obtained in both the Qualitative and Financial criteria will be added (Final Score).

The award will be based on the following formula:

$$\left( \frac{P_{min}}{P_{tender}} * 30 \right) + Qualitative\ scores * 70$$

Where:

*P tender is the total Financial Scenario of the tender*

*P min is the tender with the lowest total Financial Scenario*

Provided a sufficient number of admissible tenders have been received, the tenders achieving the highest final scores will be awarded up to 3 Framework Agreements.

## 1.9. Joint tenders, subcontracting and reliance on the capacity of other entities

### 1.9.1. Joint tenders

Joint tenders are authorised in compliance with the terms and conditions provided in **point 7.1** of 'General Administrative and Submission Clauses'.

### 1.9.2. Subcontracting

The Tenderer may subcontract part of the tasks specified in the Technical Specifications to other economic operators in compliance with the terms and conditions for subcontracting specified in **point 7.2** of 'General Administrative and Submission Clauses'.



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If the Tenderer intends to subcontract to other economic operators, and the subcontractor(s) is/are already identified, the Tenderer shall provide the following documentation for each subcontractor:

- **Forms 4 and 5** of the 'Administrative forms for EIB tenders'.
- Documentation related to the technical and professional capacity of the subcontractor (documentation to be provided to the extent of the activities that will be subcontracted).
- Documentation related to the economic and financial capacity of the subcontractor.
- Documentation related to the legal capacity of the subcontractor.

### 1.9.3. Reliance on the capacity of other entities

Tenderers may rely on the capacity of other entities as described in point 7 of 'General Administrative and Submission Clauses'.

### 1.10. Variants

Variants on the requirements of the technical specifications found in **Annex A** are not allowed.

### 1.11. New supplies consisting in the repetition of similar supplies

Not applicable

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### 2. Structure and content of the tender

Tenders **must** be comprised of the following **three** important elements:

#### 2.1. **Administrative Information: Exclusion criteria, capacity and supporting documents:**

Tenderers must complete all the relative `Tender Administrative Forms for EIB tenders` requested under selection criteria in **point 1.7** of this document.

#### 2.2. **Technical proposal documents:**

The technical proposal must consist of a clear and comprehensive response to all requirements of Annex A - Technical Specifications.

The technical proposal must **strictly** adhere to the following headings:

##### **1. Quality of the proposed methodology (linked to the qualitative award criterion 1)**

The Tenderer shall present the methodology and delivery model proposed for the delivery of the items requested by the EIB under the Framework Agreement in compliance with the requirements defined in Annex A – Technical Specifications. In particular, the Tenderer's proposal shall cover the following elements:

- Methodology and delivery model, including a description of process from the receipt of the order to the delivery of the designed items and the means to be implemented.
- Operational relationships between the Bank and the Provider for ensuring the correct delivery of the designed items.
- Quality assurance system to ensure quality at each stage of production and delivery.

##### **2. Catalogue offer (linked to the qualitative award criterion 2)**

The Tenderer shall provide a detailed description and pictures of the models for each item of its Catalogue, which shall at least comprise the mandatory items defined in section 1.8.1 above and be compliant with the mandatory requirements described therein. The description of the items shall include the printing options available for each individual item (or categories of items).

The Tenderer shall also provide a detailed description regarding the quality of the material each specific item is made of, as well as the overall quality of the items presented in the Catalogue (eco-friendly objects, innovative and attractive, durable, recyclable), which shall be compliant with the mandatory requirements as described in section 1.8.1 above.

#### 2.3. **Financial proposal documents:**

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The financial proposal shall be based on the Pricing Form found in **Annex B** and must be filled in according to the instructions contained therein.

Please note that:

- Each page of the Pricing Form must be signed by a legal representative of the Tenderer.
- Financial proposals will be evaluated on the basis of the total price indicated in the Pricing Form.
- Prices must be quoted inclusive of all costs and expenses directly and indirectly connected with the delivery of goods.
- All prices must be quoted in Euro, and where necessary, using the conversion rates published in the C series of the Official Journal of the European Union on the day when the offer is issued. This information is also available on the website of the European Central Bank at the following URL: <http://www.ecb.int/stats/eurofxref/>.
- The financial proposal shall exclude all duties, taxes and other charges (including VAT), as the EIB is exempt from such charges according to Article 21 of the Protocol on Privileges and Immunities.
- For Tenderers to which the exemption does not apply under their national law, the financial proposal shall clearly state the prices exclusive of taxes, together with the corresponding tax.
- The financial proposal shall be completely unambiguous and will be disqualified if it contains any statements preventing an accurate and complete comparison of the offers (such as "To be discussed", "Depending on x", etc.) or referring to external circumstances (such as an already existing but separate contract). Also, the submission of an incomplete financial proposal will lead to disqualification of the tender.

Prices will be subject to indexation as stated in the Framework Agreement.

### 2.4. Submitting an offer

Please refer to point 4 of the `General Administrative and Submission Clauses` where all instructions on how to submit a tender are contained.

**Please note that for this tender the use of the electronic submission system (e-Submission) is mandatory** – See Appendix I to the General and Administrative Submission Clauses.

**All tenders submitted by other means, such as postal service, normal e-mail, etc. will be rejected.**

## 3. Implementation of the Framework Agreement

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### 3.1. Multi-party Framework Agreements

Multi-party Framework Agreements will be concluded by the Bank with up to three Providers (provided a sufficient number of eligible offers is received), indicating the ranking obtained in the evaluation process, and the Bank will then allocate specific Assignments to one of them using the cascading mechanism.

The Bank will sign with each contractor a Framework Agreement setting out the legal, financial, administrative and technical conditions applicable throughout the period of validity of the agreement.

The conclusion of multi-party Framework Agreements between the Bank and the selected Providers shall not oblige the Bank to request the supplies of any of the Providers.

The Tenderer's offer and these terms of reference shall form an integral part of the Framework Agreement.

The Provider must comply with the Bank's rules and regulations, in particular the "General terms and conditions for framework agreements for the provision of services to the European Investment Bank" (**Annex C**).

### 3.2. Assignments

The procedure for awarding Assignments is a cascade mechanism for all the selected items listed into the Financial offer (Annex B) or for items within the Provider's catalogue offer.

The procedures are described in the Article 4 of the Draft Framework Agreement (**Annex C**).

## Terms of Reference

# Annex A - Technical Specifications

### 1. Background of the subject matter

The Communication Department ensures the EIB's activities are known and valued by its partners and the general public. It interacts with external and internal audiences and makes sure that the EIB Group engages with them in an open and accountable way.

The **Publishing Division of the Communication Department** is the content powerhouse of the Department. Its remit is to develop informative, engaging, and attractive content to support the Bank's interaction with the public at large across all communication channels, and to communicate internally to Bank staff. The Division is also responsible for running the EIB's website.

Within this Division:

- The Editorial Unit is responsible for content creation, including blog stories, publications for the general reader, and for improving content produced by other departments before it gets published.
- The Graphic Design Team is responsible for the design and typesetting of EIB publications in several languages (in Roman and other alphabets), including reports, brochures, flyers, presentations, infographics, and other information and promotional materials in print and digital form, and for the creation of various stationery and gift items (e.g. notebooks, pens, bags) for distribution at Bank events. The team is responsible for producing and updating guidelines on the use of the EIB logo. It also produces publications and other items for the European Investment Fund.
- The Production Team is responsible for the physical production of the publications, stationery and gift items described above.
- The Web Content Unit is responsible for managing the content and user experience for the EIB web site.
- The Web IT Team is responsible for the infrastructure and the technological development of the EIB web site.

Each year the EIB organises various events, conferences and meetings at its premises (headquarters and external offices) or in other locations and participates in events organized by third parties. Our main events include the EIB Annual Economics Conference, the United Nations Climate Change conference, and Europe Day. The full list of our external events is published on our web site in the Media Centre [Events](#).

Audiences include academics, journalists, industry professionals, our shareholder, other stakeholders, the general public, and internal staff.

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“Branded” in this context means personalized with the EIB Group logos – EIB, EIF, EIB Institute - (or any variants as validated by the EIB’s Graphic Design Team).

The EIB communicates in the 24 languages of the European Union and occasionally in other languages<sup>(1)</sup>.

The EIB may decide to buy additional items that are not identifiable at the time of the drafting of the technical specifications in the list of items (Annex B - Financial offer) and might select other items from the Provider’s catalogue.

<sup>(1)</sup> EU languages: Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish.

Other languages: Albanian, Arabic, Chinese, Georgian, Icelandic, Japanese, Luxembourgish, Macedonian, Montenegrin, Russian, Serbian, Turkish, Ukrainian...

## 2. Description of the supplies

The Communication Department of the EIB is looking for Providers that can supply the branded items as described above.

The Provider is responsible for delivering the branded items as requested by the Bank under an Assignment. For the delivery of the branded items, the Provider shall have in its Catalogue items available for branding and ordering, and, at a minimum, all the items, including its format and description specifications, and branding/printing techniques, defined in section 1.8.1 of the Terms of Reference.

‘Catalogue’ means the list of items as initially submitted in the Provider’s technical proposal or the revised list submitted during the Framework Agreement’s performance, following the items’ features as specified in section 3.2 below.

The Provider should be able to provide printing techniques for example stamping, embossing, and engraving.

The printing technique will be chosen by the Bank depending on the item and will be indicated in each Assignment Terms of Reference.

### 3.1. Design and production

The branded items must be compliant with the EIB Group Corporate design manual or the design manual of other Group entities<sup>2</sup> (EIB Institute, EIF).

For the Displays, the design files will be provided by the Graphic Design Team.

For Stationery and Gift Items, the Provider shall produce the design file per EIB Group corporate design manual/s unless specified otherwise in the Assignment Terms of Reference.

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<sup>2</sup> [EIB logo user guide](#)

## Terms of Reference

The Provider must be able to produce in several languages (in Roman and other alphabets). The Provider will be responsible for production supervision.

### 3.2. Item features

In case the Catalogue is updated, the quality of the new items inserted shall be equivalent or greater to the ones in the original Catalogue offered by the Tenderer as part of its offer to the Framework Agreement. The items must keep the price level indicated in the initial offer increased, in its case, by the Index defined in article 5.4 of the Framework Agreement.

The Catalogue must include items that meet the criteria set out below.

Item requirements:

- |                                |   |
|--------------------------------|---|
| For Displays:                  | <ul style="list-style-type: none"> <li>- high-quality material</li> <li>- easy to transport and pack</li> <li>- durable and suitable for heavy usage – frequent transportation</li> </ul> |
| For Stationery and Gift Items: | <ul style="list-style-type: none"> <li>- eco-friendly no harmful substance in the items, recycled-ready items,</li> <li>- sustainable packaging</li> </ul>                                |

### 3.3. Order management

The Provider must be able to put in place an organisation and procedures that will ensure a high efficiency and guarantee the continuity of the supplies.

The Provider must be able to send an offer before close of business the next working day of the issuance of the Assignment Terms of Reference by the Bank. This notwithstanding, the Bank will inform the Closing Date for the submission of an offer in the relevant Assignment Terms of Reference.

In its proposal, the Provider must take into account the availability of the items within the delivery deadline.

For each Assignment, the Bank will receive a detailed proposal of the requested items and the delivery deadlines to meet.

The Provider must guarantee the delivery time defined in the Contract.

The Provider shall have a system to allow online orders and to follow the status of the orders. The availability of the items must be displayed in real time.

The Provider shall prepare a regular reporting of the orders and be able to send a specific report upon request.

### 3.4. Design and quality control

## Terms of Reference

The Provider will ensure the quality control throughout all the stages of the production process from the order to the delivery of the items .

The Provider must ensure:

- that the items meet the highest standard of quality;
- the correct application of the visual identity on the event material and the promotional items, with respect of the EIB Group Corporate design manual;
- that the delivered items meet the quality level set out in each Assignment Terms of Reference.

### 3.5. Packaging

The Provider must ensure that a proper packaging is used to ensure the reception of the items free of damage.

Depending on the Assignments, the Provider will be requested to provide different services: such as packaging with a specific number of items, sorting the items by language. The labelling must be complete and include detailed information such as item name, quantities as well as the language.

The financial offer includes the price of packaging. No additional cost can be requested, unless specified in the Assignment Terms of Reference.

The items shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg. Pallets shall be considered as one-way packaging and shall not be returned. The maximum size of the pallets and crates is 80x120x180 cm (WxDxH). If exceeding the size, the EIB cannot accept the delivery. Delivery trucks should operate with a self-support loading lift/platform.

Each box shall be clearly labelled on the outside with the following information:

- name of the Provider;
- name of the contact person within the Provider's entity;
- number and date of the Order;
- name of the EIB staff member sending the Order.

The complete packing list must be visible in a document envelope on the outside of the package.

The Provider shall guarantee that any permits and licenses required for manufacturing and selling the supplies have been obtained.

### 3.6. Transport and delivery



## Terms of Reference

Luxembourg is to be considered the main place of delivery. The Financial Offer includes the price of transport to Luxembourg. No extra cost can be added.

### **(a) Time allowed for deliveries**

The maximum delivery time for all items described in this document is two weeks, unless otherwise stated in the relevant Assignment Terms of Reference.

Each Assignment Terms of Reference may provide for a shortest maximum delivery time if the urgency or other circumstances so require.

### **(b) Date, time and place of delivery**

The EIB shall be notified in writing by the Provider of the exact date of delivery within a period of at least 24 hours in advance. All deliveries at the European Investment Bank's premises in Luxembourg city shall be made during normal working hours (on weekdays from 08:00 to 17:00hrs).

The exact place of delivery is

**European Investment Bank**

98-100 boulevard Konrad Adenauer

L-2950 LUXEMBOURG

The Bank might request to deliver the items in other places: EIB external offices or event locations within or outside the European Union. In these cases, the Provider shall indicate in its Proposal the additional shipping cost of the specific Assignment. Upon submission of the related invoice, provided that the receipts of the shipping costs are attached, the Bank shall reimburse the actual shipping costs necessary to the delivery.

The Provider shall bear all risks involved in delivering the items to the place of delivery and the Incoterm applicable shall be DDP 2010 [Luxembourg].<sup>3</sup>

### **(c) Consignment note and Delivery documentation**

Each delivery shall be accompanied by:

- a consignment note in duplicate, duly signed and dated by the Provider or its carrier, giving the Assignment number and particulars of the items delivered. One copy of the consignment note shall be countersigned by the EIB and returned to the Provider or to its carrier;

### **(d) Acknowledgement of the effective delivery**

Signature of the consignment note by the EIB, is simply an acknowledgment of the fact that the delivery took place and in no way implies acceptance of the items by the EIB nor conformity of the items with the Assignment.

### **(e) Conformity of the supplies delivered with the Contract**

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<sup>3</sup> DDP (Delivered Duty Paid - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>)

## Terms of Reference

The items delivered by the Provider to the EIB must be in conformity in quantity, quality, price and packaging with this Framework Agreement and the relevant Contract.

The items delivered must:

- (i) correspond to the description given in this document, and possess the characteristics of the items offered by the Provider to the EIB;
- (ii) be fit for any specific purpose required of them by the EIB under this Framework Agreement and the relevant Contract and accepted by the Provider;
- (iii) be fit for the purposes for which items of the same type are normally used;
- (iv) demonstrate the quality and performance which are normal in supplies of the same type and which the EIB can reasonably expect, given the nature of the supplies and taking into account any public statements on the specific characteristics of the supplies made by the Provider, the producer or its representative, particularly in advertising or on labelling;
- (v) be packaged according to the usual method for supplies of the same type or, failing this, in a way designed to preserve and protect them.

### 3.7. Penalties

If the Provider fails to deliver within the contractually agreed timeframe, the EIB reserves the right to apply liquidated damages to the relevant invoice at the rate of 0.1% for each calendar day of such delay but not more than a total of 5% of the total price of the item(s) not delivered on time.

A delay exceeding 10 weeks may be considered a material breach by the Provider, hence the EIB may refuse the delivery or cancel the Assignment, save where such delay is caused by a Force Majeure.

The liquidated damages will not apply if the Provider's failure to perform is due to causes directly linked to a Force Majeure event.

## 4. Deliverables

The Provider will deliver the items in quantities and quality in accordance with the specifications given Assignment Terms of Reference.

In addition to the items, the Provider shall provide:

- the timetable of production and delivery joined to its offer,
- the ready-to-print files for EIB's approval,
- all the final versions of source-files
- the detailed delivery note.

These documents are part of the Assignment and shall be transmitted in due time.

## Terms of Reference

Intellectual property rights: the EIB shall become the full owner of any form of intellectual property created during the Framework Agreement and the copyright in respect of said intellectual property shall belong to the EIB.

### **5. Payment schedule**

Defined in the draft Framework Agreement: Article 6 – Terms of Payment

### **6. Environmental Considerations**

The Provider(s) awarded the Framework Agreement shall comply with all applicable environmental legislation and all the environmental specifications required by the Technical Specifications or provided for in its tender.

The European Investment Bank applies the EMAS environmental management system ('the EMAS system') provided for by Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009 on the voluntary participation by organisations in a Community Eco Management and Audit Scheme (EMAS), repealing Regulation (EC) No 761/2001 and Commission Decisions 2001/681/EC and 2006/193/EC (OJ L 342 of 22.12.2009, p. 1).

In relation to the domain covered by the Framework Agreement, the successful Tenderers shall cooperate with the EIB to achieve the implementation of the EMAS system, in particular by supplying information relating to the domain covered by the Framework Agreement required for the drafting and updating of the documents provided for by Regulation No 1221/2009 and for the regular evaluation of the system. The successful Tenderer shall take all measures necessary to ensure compliance with the [EIB Group's EMAS Environmental Policy](#).

In particular, the Provider(s) must:

- (a) ensure that the environmental policy of the European Investment Bank is known to all its staff (including, where necessary, the staff of its subcontractors) responsible for performance of this Framework Agreement and the relevant Contract.
- (b) ensure that all members of its staff (including, where necessary, the staff of its subcontractors) responsible for performance of this Framework Agreement and the relevant Contracts are competent and have obtained the appropriate professional training required (technically, and in terms of safety and the environment) concerning compliance with safety rules, correct operation of equipment and products to be used, including action to be taken in cases of incorrect handling or any other incidents;
- (c) provide, at the request of the EIB, certificates relating to the competence and training referred to in paragraph (b) above;
- (d) inform, at the request of the EIB, its staff of the environmental measures to be taken with respect to items used in the performance of this Framework Agreement and the relevant Contracts;

## Terms of Reference

(e) replace a subcontractor that does not comply with the aforementioned obligations.

In case that the Provider(s) are not compliant with the above-mentioned environmental considerations it will be considered a material breach in the terms of article 18 of the Bank General Terms and Conditions.

## Terms of Reference

### Annex B - Pricing Form

(provided as a separate document)

## Terms of Reference

### **Annex C - Model Framework Agreement and the General Terms and Conditions of EIB applicable**

**(provided as separate documents)**

## Terms of Reference

### Annex D Checklist (solely for the use of the tenderer)

**Tender No: 1708**

**Title: Production of event material and EIB branded items for events, meetings and conferences**

This checklist may be used by the Tenderers to ensure that their tender contains the vital elements and is submitted correctly.

<p>The tender must be submitted by way of e-Submission (mandatory) and comprise of the below elements (see also Appendix I to the General and Administrative Submission Clauses).</p> <p>Tenderers are requested to assign the files they upload on e-Submission meaningful names allowing to draw conclusion about the content.</p> <p>All tenders submitted by other means, such as postal service, normal e-mail, etc. will be rejected.</p>	Documents to be provided/issued by <i>(if applicable to the tenderers individual situation)</i> :				
	<b>Single tenderer</b>	<b>Subcontractor</b>	<b>Consortium Leader</b>	<b>Consortium Member</b>	
<b>Administrative information</b> must contain:					
• <b>Form 1:</b> Tenderer Contact Form	Y		Y		<input type="checkbox"/>
• <b>Form 2:</b> Deed of Undertaking	Y		Y		<input type="checkbox"/>
• <b>Form 3:</b> Consortium member declaration <i>(if applicable)</i>				Y	<input type="checkbox"/>
• <b>Form 4:</b> Subcontractor declaration <i>(if applicable)</i>		Y			<input type="checkbox"/>
• <b>Form 5:</b> Declaration on honour on exclusion criteria and selection criteria and on absence of conflict of interest	Y	Y	Y	Y	<input type="checkbox"/>
• <b>Documentation concerning selection criteria</b> as requested in <b>point 1.7</b> of the 'Terms of Reference': <ul style="list-style-type: none"> <li>○ Technical and professional capacity</li> <li>○ Economic and financial capacity (<b>Form 6</b>)</li> <li>○ Legal capacity</li> </ul>	Y	<i>only in case of reliance on the subcontractor's capacities</i>	Y		<input type="checkbox"/>
<b>Technical proposal</b> must contain:					

## Terms of Reference

<ul style="list-style-type: none"> <li><b>Technical proposal documents</b> in line with the requirements stated in <b>point 2.2</b> of the 'Terms of Reference' or, if applicable, in the 'Technical proposal form'</li> </ul> <p>The front page of the technical proposal shall be signed by a legal representative of the Tenderer.</p>	Y		Y		<input type="checkbox"/>
<p><b>Financial proposal</b> must contain:</p> <ul style="list-style-type: none"> <li><b>Financial proposal documents</b> in line with the requirements stated in <b>point 2.3</b> of the 'Terms of Reference' or, if applicable, in the 'Financial proposal form'</li> </ul> <p>Each page of the 'Financial proposal form' shall be signed by a legal representative of the Tenderer.</p>	Y		Y		<input type="checkbox"/>
<p>The tender must be dispatched BEFORE the dispatch time and date stated in <b>point 1.4</b> of the 'Terms of Reference'.</p>					<input type="checkbox"/>