

FRAMEWORK AGREEMENT

between the

European Investment Bank

and

<Service Provider >

in relation to

Call for tenders ref. OJEU **XXXXXXXXXXXXXX**

**Acquisition channel for the procurement IT equipment, hardware and
software products for the EIB Group**

Luxembourg,

<Service Provider city>,

THIS FRAMEWORK AGREEMENT IS MADE BETWEEN:

the European Investment Bank, having its seat at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, for the purpose of the signature hereof represented by [redacted] and [redacted]

(hereinafter called the "**Bank**" or the "**EIB**")

of the first part,

and,

[Name of Service Provider], a company established under [country] law, having its registered seat in [address] represented for the purpose of the signature hereof by [Representative],

(hereinafter called the "**Service Provider**")

of the second part,

(the Bank and the Service Provider hereinafter also called a "**Party**" and together the "**Parties**")

WHEREAS:

1. On ●, the Bank published a call for tenders for the selection of Service Providers (the “**Call for Tenders**”) for the “Provision of products in support of IT Infrastructure and Operations Services at the EIB Group”.
2. The Terms of Reference (Appendix A) of the Call for Tenders describe the specific nature of the services to be provided as well as the terms and conditions for their performance. The Terms of Reference stated that the Bank will sign multiple Framework Agreements with up to three economic operators in this Call for Tender.
3. The Bank has decided to conclude a Framework Agreement with each Service Provider that has been selected for **this Call for tender** (collectively the “**Providers**”) and to subsequently conclude specific contracts with individual Providers to cover a particular assignment for the execution of the Framework Agreement.
4. This Framework Agreement covers services related to Products Acquisition channel.
5. The mutual rights and obligations of the Bank and the Service Provider shall be as herein set forth.

NOW THEREFORE it is hereby agreed as follows:

Article 1 – DEFINITIONS

Those words and terms, which are defined in the documents annexed to this Framework Agreement, are not defined below.

For the purposes of this Framework Agreement:

All references to the “Bank” include references to the European Investment Bank Group, (“**EIB Group**”).

“**Agreement**” means this Framework Agreement.

“**Assignment**” means either a punctual assignment to meet defined objectives of the Bank or a long-term assignment to meet on-going needs of the Bank in relation to a specific Lot.

“**Assignment Completion Report**” means the final report that the Service Provider must submit to the Bank upon completion of an Assignment, if so required in the AToR.

“**Assignment Terms of Reference**” (“**AToR**”) means an assignment request distributed to the Service Providers pursuant to Article 4.1.

“**Bank General Terms and Conditions**” means the Bank’s general terms and conditions for framework agreements for the provision of services, attached as Appendix B to this Agreement.

“**Business Day**” means a day on which the EIB is open for business.

“**Call for Tenders**” means the call for tenders, published by the Bank on ●, for the “Provision of external staff, services and products in support of IT End User, Infrastructure and Network Services at the EIB Group”.

“**Closure Date**” means the deadline for sending a Proposal to the Bank pursuant to Article 4.2.

“**Continuous Services**” means long-term assignments to meet on-going needs of the Bank,

as defined in Article 2.2.

“**Contract**” means a contract entered into between the Bank and the Service Provider pursuant to Article 4.4.

“**Discrete Services**” means punctual assignments to meet defined objectives of the Bank, as defined in Article 2.2.

“**Offer**” means the offer submitted by the Service Provider in response to the Call for Tenders (Appendix C to this Agreement).

“**Proposal**” means an offer submitted by the Service Provider in response to an Assignment Terms of Reference (AToR) distributed by the Bank pursuant to Article 4.1.

“**Services**” means those services which will be provided by the Service Provider pursuant to this Agreement and which are defined in Article 2 and in the Terms of Reference.

Article 2 – SUBJECT MATTER

- 2.1 This Agreement covers the provision of a product acquisition channel in support of IT infrastructure services at the EIB Group, at the Bank’s request, as specified in the Terms of Reference (the “**Services**”).
- 2.2 Services shall take the form of assignments to meet the needs of the Bank.
- 2.3 The procedures for the award and performance of individual Assignments to provide specific Services are set out in Article 4 below.
- 2.4 The Service Provider, when performing an Assignment, shall comply with the Bank’s rules and regulations which will have been notified to it and in particular with the General Terms and Conditions for Framework Agreements, set out in Appendix B.
- 2.5 The Service Provider will be required to appoint a named individual, as well as a back-up person with overall responsibility for managing and administering this Agreement, including assignment requests from the Bank, Proposals and Contracts concluded with the Bank, as they arise.
- 2.6 This Agreement does not confer on the Service Provider any right to provide services to the Bank and there is no obligation on the Bank to request services from the Service Provider.

Article 3 – DURATION

- 3.1 This Agreement shall enter into force on ●, as soon as it has been signed by both Parties.
- 3.2 The Agreement is concluded for a period of 4 (four) years with effect from the date on which it enters into force (“**Initial term**”). This contractual period and all other periods specified in the Agreement are calculated in calendar days unless otherwise indicated.
- 3.3 At the request of the Bank, the Initial term of this Agreement may be extended by (3) three additional years up to a maximum of 7 (seven) years in total. The Bank shall notify the Service Provider of its intention to extend the term by giving at least 3 (three) months written notice prior to the date on which the Agreement would otherwise expire. Renewal shall not imply any modification or deferment of existing obligations.
- 3.4 Under no circumstances may implementation take place before the date on which the Agreement enters into force. Contracts (as defined in Article 4 below) may under no cir-

cumstances be concluded before the date on which this Agreement enters into force.

- 3.5 The Agreement shall continue to apply to contracts whose end date falls after this Agreement expires.

Article 4 – PROCEDURE FOR AWARDING SPECIFIC ASSIGNMENTS

- 4.1 As the Bank determines a need for Services, it will distribute an AToR by email to all the Providers in parallel. The Bank will specify in the AToR for each proposed assignment (the “**Assignment**”):

- The nature and scope of the services required;
- A comprehensive list of the major deliverables;
- A comprehensive schedule;
- Additional terms and conditions if relevant.

- 4.2 The Providers will be required to submit a proposal (each a “**Proposal**”) no later than the closure date for Proposals (the “**Closure Date**”) set out in the AToR. Points of clarification may be addressed in writing to the Bank within the time limits specified in the AToR at which point the Bank will provide a single written response to all questions raised by the Service Provider.

The Proposal should include the following information:

- An overview of the services to be provided;
- A detailed description of the delivery approach to be adopted;
- A comprehensive schedule for delivery of the services;
- If applicable, a comprehensive list of the major deliverables together with a delivery schedule;
- A comprehensive list of external dependencies, particularly those on the Bank;
- A financial proposal relative to the services to be delivered as described in the AToR. Such financial Proposal shall be based on the rates specified in the Offer;
- Other information as may be stipulated in the AToR.

- 4.3 The Bank will evaluate the Proposals, within the time limits specified in the AToR and according to the evaluation criteria set out in the AToR.

A single Provider will be awarded for each Assignment. All participating Providers will be notified in writing of the results of the award process.

If the Proposals do not meet the objectives of the Assignment or are otherwise unacceptable to the Bank, the Providers may be requested to submit new Proposals.

- 4.4 Upon award of the assignment, one or more purchase orders (POs) will be established and sent to the Service Provider. The AToR, the Proposal and the PO(s) will together constitute the contract (the “**Contract**”) specifying the terms and conditions of the provision of services, such as quantity, designation, quality and time allowed for delivery, in relation to this assignment. In relation to any other terms and conditions not regulated to the Contract, the provisions of the Agreement and the Bank General Terms and Conditions shall prevail.
- 4.5 The Service Provider shall perform the Assignment in accordance with the specifications set out in the Terms of Reference and the Contract in the meaning of Art. 4.4.
- 4.6 The Service Provider shall at all times carry out the Assignment with all reasonable care and skill and shall conform in all respects with the terms and conditions of this Agreement and of the Contract.
- 4.7 The Assignment will be carried out by the Service Provider acting jointly with and under the supervision of experienced staff of the Bank.

- 4.8 The performance of the Service Provider and its staff will be tracked throughout the Assignment in accordance with the relevant provisions of Appendix A. All deliverables and/or services provided as part of an assignment are subject to the Bank's review and acceptance. All deliverables should be reviewed by the Service Provider prior to delivery to the Bank for approval to ensure that they are complete, accurate and up to date.
- 4.9 Upon the Bank's request in the AToR and in accordance with the relevant provisions of the Appendix A, a written report on the Assignment (the "**Assignment Completion Report**"), setting out the actual and baseline deliverables, costs and durations and all changes requested shall be submitted to the Bank by the Service Provider upon completion of the Assignment. In addition, if so requested in the AToR by the Bank in accordance with the relevant provisions of Appendix A, at the end of the Assignment, the Service Provider shall provide to the Bank its working papers documenting in detail the work done during the Assignment. These working papers shall become the property of the Bank. Final payment will be withheld until the Assignment Completion Report has been approved by the Bank.
- 4.10 Where execution of the Contract has not actually commenced within 10 (ten) business days of the scheduled date for the commencement of the Assignment and the new date proposed by the Service Provider, if any, is considered unacceptable by the Bank, the Bank may cancel the Contract with no prior notice. Cancellation shall take effect from the day after the day on which the Service Provider receives written notification of the cancellation from the Bank.
- 4.11 The Bank may cancel a Contract at any time during execution thereof on the grounds and under the conditions set out in Article 15 of Appendix B with respect to the part still outstanding.

Article 5 – PRICE

- 5.1 In consideration for performing an Assignment, the Service Provider shall be paid at the prices and rates set out in its Offer and in accordance with the cost breakdown contained in its Proposal.
- 5.2 Prices shall be expressed in euro and shall be exclusive of VAT (the Bank is exempt from having to pay value-added tax pursuant to Article 21 of the Protocol on Privilege and Immunities).
- 5.3 Prices will be fixed for the maximum duration of the Agreement, including all possible extensions, save for the application of price changes on Products as described in Appendix A and Appendix C.

Article 6 – TERMS OF PAYMENT

- 6.1 In the case of costs related to Continuous Services, unless otherwise specified in Appendix A, the relevant Contract or AToR, the Service Provider shall issue an invoice at the beginning of each calendar month, which shall cover the services provided during the preceding calendar month.
- 6.2 In the case of costs related to Discrete Services, unless otherwise specified in Appendix A, the relevant Contract or AToR, the Service Provider shall issue an invoice upon completion of the Assignment and, if the Assignment involves delivery of a deliverable, acceptance by the Bank of the deliverable.
- 6.3 Invoices are to be issued and payment by the Bank shall be made in accordance with the provisions of Article 8 of Appendix B.

Invoices may be delivered to the Bank either in physical (paper) copy by post or in electronic (PDF) copy by e-mail, but never both:

- invoices on paper should be delivered to the postal address indicated in Appendix B,
or
- Invoices in electronic form (PDF) should be delivered in attachment to an email message sent to email address invoice@eib.org with cc to it-contracts@eib.org. Only one per email message should be sent, and each email message must contain maximum one PDF file. The PDF attachment should include one invoice (the invoice itself on the first page, supporting documents, if any, in the following pages). The subject of the email message should contain the word “invoice” as the first word, next to the Service Provider’s corporate name.

- 6.4 Payments shall be made to such Bank account, as the Service Provider shall notify in writing to the Bank not less than 10 (ten) days before the date of commencement of the Assignment.

Article 7 – PLACE OF WORK

- 7.1 Unless otherwise stipulated in Appendix A or Appendix C, the Service Provider shall execute the Assignments at the EIB Group’s headquarters, premises and locations Luxembourg or, where the location of a particular task is not so specified, at such location(s) as the Bank may indicate to the Service Provider.
- 7.2 The Service Provider may, upon written authorisation from the Bank, and for clearly designated periods of time to be agreed in advance with the Bank, work from its usual professional premises.

Article 8 – LAW AND JURISDICTION

- 8.1 The Agreement shall be governed by the laws of Luxembourg.
- 8.2 The parties hereby submit to the exclusive jurisdiction of the *Tribunal d’arrondissement* of Luxembourg.

Article 9 – TERMINATION BY EITHER CONTRACTING PARTY

- 9.1 This Agreement and any Contract concluded pursuant thereto may be terminated in accordance with the provisions of Article 15 of Appendix B.

Article 10 – SUSPENSION OF THE AGREEMENT

- 10.1 Without prejudice to the Bank's right to terminate the Agreement, the Bank may at any time and for any reason suspend performance of the Agreement or pending Contracts or any part thereof. Suspension shall take effect on the day the Service Provider receive notification, or at a later date where the notification so provides. The Bank may at any time following suspension give notice to the Service Provider to resume performance of the Agreement or pending Contracts. The Service Provider shall not be entitled to claim compensation on account of suspension of the Agreement or pending Contracts.

Article 11 – NOTICES; CONTACT PERSON

- 11.1 Notices and other communications given hereunder addressed to either party shall be in writing and shall be served by hand delivery, registered letter, e-mail or other means

of transmission which affords evidence of receipt by the addressee to its address set out below, or to such other address as it previously notifies to the other in writing:

for the Bank:	Attention: ● 98-100 boulevard Konrad Adenauer L-2950 Luxembourg E-mail: ●
for the Service Provider:	Attention: ● [address of the Service Provider] E-mail: ●

- 11.2 The date of registration or, as the case may be, the stated date of receipt of transmission shall be conclusive for the determination of a period.
- 11.3 The Service Provider shall have as [a] contact person[s] in the Bank [Mr] / [Mrs] ● to whom he shall report in respect of execution of the Framework Agreement. In respect of the execution of the specific Services the Bank will notify to the Service Provider the contact person(s) in relation to each Assignment.

Article 12 – ENTIRE AGREEMENT

- 12.1 This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of any Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 12.2 The following documents attached hereto shall be deemed to form an integral part of the Agreement:
- (a) Appendix A: Terms of Reference (including clarification before the deadline for submitting tenders);
 - (b) Appendix B: General terms and conditions for framework agreements for the provision of services to the European Investment Bank;
 - (c) Appendix C: Offer (including clarification from the tenderer provided during tender evaluation).
 - (d) Appendix D: Data Protection Agreement
 - (e) Appendix E: Non-disclosure Agreement
- 12.3 In case of any inconsistency between the terms of this Agreement, the following order of priority shall apply:
- 1) Terms set out in Articles 1 to 12 of this Agreement
 - 2) Appendix A;
 - 3) Appendix B;
 - 4) Appendix D,
 - 5) Appendix E,
 - 6) Appendix C.

IN WITNESS WHEREOF, the Parties hereto have caused two original copies of this Agreement to be signed in their respective names as of the day and year first above written.

Luxembourg, ●

Signed for and on behalf of the
EUROPEAN INVESTMENT BANK

●, ●

Signed for and on behalf of
NAME OF THE SERVICE PROVIDER

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