

# Call for Tenders : ETUI Online courses development and maintenance

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## Contracting Organisation

European Trade Union Institute (ETUI)  
Education Department  
Boulevard du Roi Albert II n°5, box 4  
B-1210 Brussels  
Belgium  
(AISBL 0418.812.841)

## Launch date

15 January 2021

## Reference

2021 ETUI 01

## ETUI background

ETUI, The European Trade Union Institute is the independent research and training centre of the European Trade Union Confederation (ETUC) which itself affiliates European trade unions into a single European umbrella organisation. The ETUI places its expertise in the service of workers' interests at European level and of the strengthening of the social dimension of the European Union.

One of the two of ETUI's departments – the education department – is responsible for training courses for the national confederations and European federations. The strong strategic and educational activities from ETUI's Education department are face to face. The target groups are very diverse.

All the training activities are for the trade union movement and have a European dimension. In this way, they help to strengthen the social dimension of the European Union. (See <http://www.etui.org/Training>). ETUI's online learning is and will be managed by the ETUI Education Department. It is aimed to develop and train an online tutor's network during the next years.

## Context of this call and purposes

As a response to COVID-19, ETUI Education would like to overhaul its digital plan to increase the range and volume of online courses as much as possible. This would include:

1. increasing the volume and number of runs of existing courses – 15 runs foreseen
2. accelerating the development of new courses – 4 new courses
3. creating new forms of online learning experience on new topics – webinars, online workshops, etc.

## Development and maintenance of ETUI online courses

### **Purpose and Role**

To work with ETUI to bring online courses from concept to delivery, and to support the review and improvement of existing online courses.

Achieving this goal will require close working with the staff and partners of ETUI to:

- ☉ commission the development of online learning materials (expected to include text, video/audio, interactive exercises);
- ☉ Evaluate innovative new learning tools and methods on behalf of ETUI to support their course development and delivery;
- ☉ manage and support the translation of online courses – principally from English to French, but also to other European languages – to achieve more multilingual provision and wider access;
- ☉ provide expertise to review and revise online learning materials of courses, following feedback from pilot runs or (in the case of older courses) reviews, and in accordance with the ETUI guidelines;
- ☉ Training opportunities: “How to be an e-tutor” : develop and maintain a face-to-face and/or blended course aiming at enlarging the ETUI Education e-tutors network.

## Estimated total value of tender – excluding VAT

60 000 EUR-

## Selection criteria

The contract will be awarded to the tenderer whose tender best corresponds to the required expertise and requested tasks described in this tender. ETUI Education will award the bid on a best price/quality ratio.

The *quality* of the bids will be assessed by considering:

- Signed declaration of honour (Annex II);
- Bidder’s expertise in online learning;
- Bidders record of previously delivered expert input in relation to the task described (examples);
- Quality of previous work or services rendered.

## Languages in which the tenders can be submitted

English or French – official languages of the ETUI.

## Submission of tenders

Tenders and their supporting documents can be submitted by electronic mail to (smathy @ etui . org).

## Inspection

The tenderer agrees to any inspections and/or audits that the European Commission, as part of any project, might wish to carry out pursuant to the financial regulations in force at the Commission, subject to the same conditions that apply to the direct beneficiaries of the relevant financial agreement with the Commission.

## Invoicing

The contractor(s) shall accept responsibility for any legal obligations entailed by the contract and is(/are) required to submit in his/her(/their) country of origin the requisite tax statements relating to the services supplied.

Value added tax, where applicable, shall be shown separately on all invoices as a net extra charge. All other taxes, levies and expenses shall be borne by the contractor and shall not be included in the relevant invoices.

## Jurisdiction

The Brussels courts shall have sole jurisdiction for any litigation relating to this contract, which shall be governed by Belgian law.

## Type of contract and duration

- ⌚ Duration: 12 months (The ETUI plans to conclude a framework contract with the successful bidder during the period from 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022).

## Calendar requirements

- ⌚ This call for tenders is issued on 15 January 2021.
- ⌚ Deadline for submission of bids: 11 February 2021.
- ⌚ Selection process and award decision by 28 February 2021.
- ⌚ Start of contract(s): 1st of April 2021, for the duration of 12 months.

## Contacts

For any questions related to the contents of this tender please contact Ilaria Costantini or Sylviane Mathy directly – (icostantini @ etui . org) or (smathy @ etui . org).

## Annex 1: ETUI terms and conditions

### **Basic Contract Information Section**

#### **1. Definition & Interpretations**

In these conditions:

- 1.1. "The Authority" means the ETUI
- 1.2. "The Contract" means the agreement concluded between the ETUI and the Contractor including these Conditions, the specification as set out in the Statement of Requirements, invitation to tender, the tender document, plans, drawings and other documents which are relevant to the Contract. In the case of any discrepancy among these documents these Conditions shall prevail.
- 1.3. "The Contractor" means the firm who undertakes to render the Services for the ETUI as provided for by the Contract.
- 1.4. "The Contract Period" means the period of duration of the Contract.
- 1.5. "Representative of the Authority" in any provision of the Contract means the person duly authorised by the Authority to act for the purposes of the provision.
- 1.6. The masculine includes the feminine and the singular includes the plural and vice versa.
- 1.7. Any notice or other communication which is to be given by either party to the other can be transmitted by electronic mail confirmed by a mail receipt or a written letter.
- 1.8. All communication between the parties, letters, documentation, specifications, reports etc. shall be in the English.

#### **2. Entire Agreement**

2.1. The Contract constitutes the entire agreement between the parties relating to the subject matter of the contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation. Any changes, amendments and supplements to the Contract must be made in writing and signed by the parties.

#### **3. Duration of the Contract**

3.1. The Services/Goods shall be provided for a period as stated in the Specification. Extensions to the Contract will be subject to satisfactory performance and require the written consent of the ETUI. ETUI shall give reasonable notice of its decision concerning contract extensions.

#### **4. Governing Law**

4.1. Only the courts of Brussels (Chambre francophone) shall have jurisdiction to rule on any dispute arising in connection with the present contract. The present contract shall be governed by Belgian law.

#### **5. Payment**

- 5.1. ETUI is an AISBL (0418.812.841), not liable to VAT. Our prices include Value Added Tax and all other taxes. VAT, where applicable, shall be shown separately on all invoices.
- 5.2. Payments will be made within thirty days following the events.

## **6. Assignment & Sub-Contracting**

6.1. The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of ETUI.

## **7. Intellectual Property Rights**

7.1. It shall be a condition of the Contract that, except to the extent that materials may incorporate designs furnished by ETUI, the Contractor will not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and he shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of, or in connection with, any breach of this Condition.

7.2. All intellectual property rights in any specifications, instructions or other material:

- a) Furnished to or made available to the Contractor by the ETUI shall remain the property of the ETUI.
- b) Prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract shall belong to the ETUI.

7.3. At the termination of the Contract the Contractor shall immediately return to the Authority all materials, work or records held, including any back up media.

## **8. GDPR**

The candidate / tenderer is required to comply with the requirements of the General Data Protection Regulation (GDPR), ensuring the processing, data security and data protection of data subjects when personal data are involved in the data protection in the framework of a future contract or intention to conclude a contract. Further information on how the ETUI handles personal data and contact details is available on the privacy notice on the ETUI website at [www.etui.org](http://www.etui.org).

## Annex II: Declaration of honour – to be included in all submissions

I HEREBY CERTIFY, AS CANDIDATE/LEGAL REPRESENTATIVE OF THE CANDIDATE, THAT THE CANDIDATE:

- ☉ is not bankrupt or being wound up, is not having his/her affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- ☉ has not been convicted of an offence concerning his/her professional conduct by a judgment which has the force of res judicata;
- ☉ is not guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- ☉ has fulfilled his/her obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he/she is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- ☉ has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- ☉ is not currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation;

Signature ..... Date:

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THAT THE CANDIDATE /legal representative of the candidate:

- ☉ is not subject to any conflict of interest;
- ☉ that the candidate will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;

Signature ..... Date:

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To the best of my knowledge, all information provided is true and accurate.

Signature ..... Date:

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The ETUI reserves the right to check the information provided. Together with this form, duly signed, the candidate undertakes to send any additional document which the ETUI considers necessary to perform its checks.

By signing this form, the undersigned acknowledges that he/she accepts controls/audits from the European Commission under the same conditions as the ETUI.

Signature ..... Date: