

Tender for call No. 10-2021 – Video making

Introductory video that presents the ETUI

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

Launch date: 3 May 2021

End date: 3 June 2021

1. Object of the contract

The European Trade Union Institute (ETUI) is an international non-profit association under Belgian law that employs approximately 70 people from around Europe. It receives financial support from the European Union.

The ETUI is the research and training centre of the European Trade Union Confederation (ETUC). It uses its expertise to defend worker interests at European level and strengthen the social dimension of the European Union.

The ETUI is looking for a video provider that can create a bespoke video of around 4 minutes that presents and describes the Institute.

The candidates will be selected based on the quality of their previous videos. They will provide their price for the full 4 minutes promotional video (including reread versions of the story board and video script). Candidates can also indicate their prices for other types of services.

2. Selection criteria

The contract will be awarded to the tenderer whose tender represents the best value for money, with due attention being paid to specific criteria of relevance to the nature of the contract.

The quality of the bids will be assessed by considering:

- bidder's expertise in video production;
- bidders expertise in storytelling;
- record of previously delivered work in relation to the task described;
- capacity to provide with the service described;
- quality of previous work or services rendered.

The ETUI undertakes to respect the principles of transparency and equal treatment with a view to avoiding any conflicts of interest.

3. Contents and presentation of the tender

The tender, which shall be submitted in English or French, shall consist of the following components:

- official application letter;
- Duly signed and completed Annex I (to be found at the very end of the present doc)
- budget in euro (all taxes included);
- details of the subcontractors' experience;



The ETUI is financially supported by the European Union.

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4. Inspection

All potential service providers agree 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.

5. Contract details/invoicing

The contract signed with the service provider(s) chosen by the selection committee may cover a period of one year. It may be renewed up to a maximum of three years. To this end, the ETUI will send the selected service provider(s) a proposed framework contract.

6. Submission of tenders

Responses to this call for tenders should be sent by email (attachments in PDF) by the 3rd of June 2021 for the attention of Mehmet Koksall, ComPub Head of Unit, Call for tender 10 – 2021: Video for ETUI presentation, at the following address: mkoksall@etui.org

A selection committee of three people staff members of the ETUI will be set up to evaluate the tenders that have been deemed admissible. A report evaluating and ranking the tenders will be drawn up by the committee.

7. Jurisdiction

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

ETUI terms and conditions - Basic contract information section

1. Definition and 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 and 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:
 - 7.2.1 Furnished to or made available to the Contractor by the ETUI shall remain the property of the ETUI.
 - 7.2.2 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.

Annex 1

Declaration on honour

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:

That the candidate/legal representative of the candidate:

- is not subject to any conflict of interest;
- 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:

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

Signature:

Date:

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: