

# CALL FOR TENDERS FOR THE SUBCONTRACTING OF

## Online Facilitation Toolkit (08 November 2021 – 31 March 2022)

**Number: ETUI 2021-21**

**1. Date: 20/09/2021**

**2. Contracting Institute**

ETUI  
Boulevard du Roi Albert II 5, 5th floor  
B - 1210 Brussels  
Belgium  
VAT: ETUI is not subject to the VAT

### **I Production of an Online Facilitation Toolkit**

This activity aims at creating a digital toolkit that will be hosted on ETUI Moodle platform and on ITCILO eCampus.

The toolkit is intended to provide trainers with interactive online tools with offline storyboarding and scripting and session templates, which will enable participants to actually design some online sessions. The toolkit will include practical guidance for trainers for the design of web sessions.

It will be a further stage after the 6 weeks of the online learning programme on “online facilitation techniques”.

Trainers can use this toolkit to take inspiration of online methods to be used and readymade session plans which are categorized according to pedagogical purposes (e.g. Online Retrospective; co-creation session; team building, among others). The trainers will be able to navigate the toolkit at their own pace, based on their interests with the option of downloading session plans and adapt them to their needs or share them with stakeholders.

The toolkit will not have any completion requirement and it will work as a repository of session plans that can be used by ETUI/ITCILO to be distributed in online and blended workshops as a trainer’s resource.

The toolkit fee should include the design, development, management and materials.

The online toolkit will be developed in English.

### **Contents**

This interactive toolkit will multimedia implementation of storyboards, downloadable handouts and learning materials.

Staff coaching ETUI Education Staff and providing assistance and support should also be aware of ETUI pedagogical approach and values.



The design of the toolkit should be based upon the principles of active participation and collaboration among participants.

### **Terms of the tender**

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

### **Type of contract and duration**

The ETUI plans to award separate contracts for specific assignments ordered during the period from November 2021 to March 2022.

The contract period may be extended after a positive evaluation no more than twice, with each extension applying for a maximum of twelve (12) months. The contracts issued for such extensions shall be issued under the same terms and conditions as the initial contract, including the price. In any case, this extension does not imply any amendment to or deferral of existing obligations.

### **Establishment, status and legal form – means of proof required**

Candidates must be nationals of a Member State of the European Union or have their head office or domicile in a Member State of the European Union or of the European Economic Area or in another State which has concluded an agreement on public procurement for the same category of services with the European Union. Candidates must indicate their legal status and provide appropriate proof (VAT registration number, registration number in a trade or professional register, copy of articles of association or incorporation, etc.). In cases of exemption from VAT or other exemption without entitlement to deduct VAT on inputs, candidates must state the reasons for exemption and provide evidence.

Candidates must provide a declaration on honour – depending on their legal status – duly signed (see Annex).

### **Jurisdiction**

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

### **Deadline for submission of applications : 8<sup>th</sup> October 2021**

Bids must be sent in electronic form by 8 October 2021 to Mrs Nathalie De Vits, Assistant to the ETUI Education Director, [ndevits@etui.org](mailto:ndevits@etui.org)



# 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).

## 9. Brexit Clause:

### **“Special termination clause in relation to potential United Kingdom bidders prior to its withdrawal from the Union”**

At the time of establishing this call for tenders the procurement procedure requires that the contracting party be established in an EU Member State.

At the time of publication of this call for tenders (16 July 2020), contracts with UK bidders are still authorised, provided the services they offer are in ETUI's interests. Should the situation change due to the uncertainties of Brexit, legal repercussions following possible withdrawal may prevent the contract in continuing to be effective beyond the date that the United Kingdom leave the Union. Therefore, the ETUI may be obliged to terminate the contract in line with the duration of contract.



## 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:

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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:

