

Call for Tender

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)

For the Project

Ref ETUI 06-2019

Delivering expertise on corporate financial analysis for worker representatives in European Works Council and SE Works Council training

Launch date: 02 April 2019

1. Purpose of the contract

The ETUI's education department offers tailor-made training for European Works Councils (EWC) and SE-Works Councils (SE-WC). One of the core responsibilities of EWC or SE-WC members is to be informed and consulted about the economic and financial situation of their company. Other subjects that are regularly addressed include investments, restructuring, mergers and acquisitions and other topics which require a good understanding of financial and economic parameters. Training on these subjects is essential.

Given the importance of the topic for European worker representatives and the need for training on the subject, the ETUI has included the topic of 'corporate financial analysis for EWC/SE works council members' in its training offer.

To deliver such training, it is our intention to contract external experts who can assist us on a regular basis (up to 5 assignments annually, depending on

demand) with delivering expert input on the subject in our training courses for EWCs and SE-Works Councils.

2. Expertise required

The potential candidates must demonstrate, in their tender, manifest expertise on corporate financial analysis for European workers representatives and practical experience with the delivery of training on the subject. A proven track record in the form of examples of previously delivered expert input in the context of EWC and SE-Works Council training must be added to the tender. Through these examples, the candidates must prove their ability to provide basic knowledge to worker representatives that are not familiar with the subject as well as the ability to handle more advanced (medium level) matters with worker representatives who are more familiar with the topic.

3. Description of tasks to be performed by the contractor

The contractor is expected to deliver, in English, in the context of EWC and SE-Works Council training, expert input on the following subjects:

- the main elements of financial reporting: balance sheets, income statements, cash flow statements
- how to read, analyse and interpret the Annual Report, Quarterly Reports and key figures
- key performance indicators that are useful to monitor a company's development and to recognise significant changes, particularly related to employment
- companies' investment and financial strategies and, crucially, their implications for the health of the company and for the workforce.
- insight into the corporate annual accounts of a given multinational company or companies
- identification of the most relevant aspects of financial reporting from a workers' perspective

As the ETUI offers training on demand, and as the available time/duration of a training seminar may vary, the contractor will be expected to deliver input and supporting materials for **half-day sessions**, which can be used separately or combined as a programme for a **1-day, 2-day** or maximum **3-day programme**.

Target group needs

The contractor must ensure that the expertise delivered in the training is accessible to non-experts and allows the trainees to apply the knowledge to their own company. Case studies based on real-life examples might therefore be useful. Content should be as close to reality of the participants as possible,

always bearing in mind a trade union perspective to using financial information.

The input must be delivered in a way that allows the training participants to make an active contribution to the training process. Exercises in working groups, debates and other active training methodologies should be well balanced with theoretical input.

4. Selection criteria

The contract will be awarded to the tenderers whose tender best corresponds to the required expertise and requested tasks described in this tender.

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

- Signed declaration of honour (Annex 1);
- Bidder's expertise in corporate financial analysis;
- Bidders record of previously delivered expert input in relation to the task described (examples);
- Quality of previous work or services rendered.

5. 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.

6. Type of contract and duration, fees

The ETUI plans to conclude a framework contract with the successful bidder and award separate contracts for specific assignments ordered during the period from 1st April 2019 to 31st March 2020.

Expert fees are determined for each specific assignment (depending on the length of the assignment and preparation required) in line with ETUI's established daily expert rate of 500 EUR net, all taxes and charges included.

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. In any case, this extension does not imply any amendment to or deferral of existing obligations.

In accordance with its needs, the ETUI shall draw up multiple contracts with multiple bidders, if there is a sufficient number of admissible tenders which meet the award criteria.

7. Contract implementation

As a result of this tender, the ETUI will draw up an award-decision ranking of successful tenderers that will be invited to perform the relevant services.

The award selection does not confer on the successful tenderer any exclusive right to provide the services specified in these Tender Specifications, nor does it impose any obligation on the ETUI to request such services.

8. 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.

9. Jurisdiction

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

10. Deadline for the submission of tenders:

Candidates should send their bid by email to Vera dos Santos Costa, Director of the ETUI Education Department (ndevits@etui.org) with a copy to Andrea Husen-Bradley (ahusen@etui.org) **by 17th May 2019** at the latest.

11. Contact

For any questions related to the contents of this tender please contact Andrea Husen-Bradley (ahusen@etui.org) directly.

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.

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 (03 April 2019), 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.