

## Call for Tender

### **Contracting Organisation**

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

**For the project ETUI "COVID-19: Internal Prospective Workshop"  
Ref ETUI 2054-017**

**Internal foresight survey on the impacts of the COVID-19 crisis on the work and priorities of the ETUI: support for analysis, synthesis and final report.**

**Publication date: 10/09/2020**

**Deadline for application: 25/09/2020**

### **1. Purpose of the contract**

On behalf of the ETUI Director general, the Foresight Unit has launched an in-depth reflection on the transformations likely to impact on the very content of the work and the priorities of the ETUI in the context of prolonged COVID-19 crisis. Through an on-line survey, the Foresight Unit has collected the views of the ETUI staff. The Foresight Unit is now seeking to enlist the services of potential candidates able to assist it in terms of strategic analysis. The contractor will be expected to take into account this previous work: on the basis of the survey results, the project aims to provide the ETUI with support in analysing, evaluating and synthesising the results and in drafting the final internal foresight report which shall be designed to be disseminated to ETUI staff and to serve as a strategic analysis tool for the ETUI's top management.

### **2. Expertise required**

The potential candidates must demonstrate, in their tender, manifest expertise on foresight methodologies and analysis, and practical experience in designing and facilitating survey workshops. Candidates will be able to provide methodological and operational support in terms of analysis and synthesis of the results as well as a contribution to the drafting of a final report. Candidates will demonstrate proven track record in the form of examples of previous expertise in the context of foresight with non-profit organisations.

The ETUI is financially supported by the European Union



**etui.**

### 3. Description of tasks to be performed by the contractor

The contractor is expected to deliver a description of the following:

Description	Delivered by (the final dates will be discussed upon the signature of the contract)
<b>PART 1</b>	
Accompaniment: 3 days for the evaluation and analysis of the results of the survey; and the rereading/consolidation of the descriptions of the transformations in the ETUI's working environment, in close collaboration with the Foresight Unit.	1-15 October 2020
<b>PART 2</b>	
Support: making a strategic synthesis of the survey and contributing to write the final report, in close cooperation with the Foresight Unit (3 days). The outcome shall be designed so that it can be operationalised by top management, and communicated to ETUI staff in a shared vision.	15-30 October 2020

### 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:

- Bidder's expertise in foresight design, analysis and evaluation;
- Bidder's expertise in drafting of strategic reports for the top management of social organisations;
- Bidders record of previously delivered expertise in foresight projects in relation to the task described;
- Quality of previous work or services rendered;
- Signed declaration of honour (Annex 1).

### 5. Inspection

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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, duration and value of the tender**

The ETUI plans to conclude a contract with the successful bidder covering the period from 1<sup>st</sup> October 2020 to 1<sup>st</sup> November 2020.

The overall value of the tender is maximum **9,000 EUR (VAT inclusive)**. The price includes the work performed by the bidder to complete the tasks listed in section 3 of the tender. However, travel and eventual accommodation expenses linked to the workshops specified will be reimbursed upon presentation of the reimbursement form according to ETUI policy.

## **7. Copyright**

ETUI will be full proprietor of copyrights to the results produced within frames of this contract. This means its content and any data collected to complete the tasks as specified in section 3 of the tender can be used for any publication or other ETUI purposes.

## **8. Invoicing**

The contractor shall accept responsibility for any legal obligations entailed by the contract and is required to submit in his/her 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:**

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Candidates should send their bid by email to Christophe Degryse, Head of the ETUI Foresight Unit ([cdegryse@etui.org](mailto:cdegryse@etui.org)) **by 25<sup>th</sup> September 2020** at the latest.

## **11. Contact**

For any questions related to the contents of this tender please contact Christophe Degryse ([cdegryse@etui.org](mailto:cdegryse@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](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 (14 January 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.



## ANNEXES

### 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:

