

# Call for Tenders: Study on agreements and partnerships between Trade Unions across Europe and Accreditation bodies

## 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

22 November 2021

## Reference

2021-24

## 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>).

## Context of this call and purposes

From 2015 to 2020 has delivered a training programme for "European young trade union leaders" offering to successful participants the opportunity to have their competencies certified by an accrediting body. These accreditations are transferable within the European

Qualifications Framework<sup>1</sup> (EQF). This presents fundamental opportunities for greater citizen mobility between the Member States as well as further facilitating lifelong learning throughout Europe. And offer an added value for Trade Union learners across Europe.

Each module of the "European training for young trade union leaders" is based on specific **learning outcomes**, statements that make clear what the course will enable the participants to do, and **assessment criteria** explaining what the learner has to do to demonstrate that the learning outcomes have been met. This enabled the participants to see that by successfully completing each activity they will be able to generate evidence for each respective learning outcome.

By the end of the training programme, participants will generate sufficient evidence of learning achievement that would lead to an award of educational achievement. In order to gather sufficient evidence of achievement from each participant, they have to build their own portfolio.

There are no formal examinations of the course, but the process is followed by an assessor certifying that the outcomes have been achieved. After that, all the learning evidence generated by course participants undergo an internal moderation process of the college provider. Once the process finalizes, formal certificates of the 'Award' are formally generated for each course participant.

This is the certification process for the "European Training for Young Trade Union Leaders". During the past six years, all editions of this training programme have been certified through a partnership with the TUC and the Edinburgh College.

Due to Brexit for future editions, we would like to know more about other partnerships between Trade Unions and EU accreditation bodies (Universities, Colleges, and other institutions), this call is for a study that should provide the necessary information to assist the ETUI in taking an informed decision on finding an alternative Accreditation body to have this course certified.

### **Purposes:**

The overall objective of the call for tender is to map the different kinds of agreements and partnerships between Trade Unions across Europe and European accreditation bodies (Universities, colleges, and other institutions).

The specific objectives are to study:

- Trade Unions across Europe that have a partnership with an accrediting body to certify training programmes.
- To know who is the body accrediting the training.
- To identify different kinds of partnerships.

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<sup>1</sup> The EQF is an 8-level, learning outcomes-based framework for all types of qualifications that serves as a translation tool between different national qualifications frameworks. This framework helps improve transparency, comparability and portability of people's qualifications and makes it possible to compare qualifications from different countries and institutions.

- To know if the accreditation is transferable within the European Qualifications Framework

### Study criteria:

The study should provide the necessary information to assist the ETUI in taking an informed decision on finding accreditation bodies to work with.

The methodology for data collection is to be determined by the consultant with ETUI approval.

The mapping should be conducted mainly through secondary data review, key informant interviews, key informant interviews, and interviews with [national affiliates](#) of the European Trade Union Confederation, and European accreditation bodies.

The following deliverables are expected:

- The bidder will prepare a study report describing the data collection process and presenting conclusions for the project. Moreover, the following annexes have to be included:  
Terms of Reference of the study; names of the persons in charge of the mapping; methodology applied for the study (phases, methods of data collection, sampling etc.); logical Framework matrices (original and improved/updated); list of persons/organizations consulted; literature and documentation consulted; any other technical annexes (e.g. statistical analyses).
- A verbal presentation and explanation of the contents of the study report at least two weeks after the report submission.

### Estimated total value of tender – excluding VAT

10.000 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 studies for European training programmes;
- Quality of previous work or services rendered.

### Languages in which the tenders can be submitted

English

## Submission of tenders

To apply please submit:

- CV
- A 3-page memo with proposed methodology for the study.
- An example of a study report recently completed in English.

Tenders and their supporting documents can be submitted by electronic mail to Sylviane Mathy (smathy@etui.org) and Paula Mejia González (pmejiagonzalez@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: 2 months and a half (The ETUI plans to conclude a framework contract with the successful bidder during the period from 11 January 2022 to 31 March 2022).

## Calendar requirements

- This call for tenders is issued on 22 November 2021.
- Deadline for submission of bids: 23 December 2021.
- Selection process and award decision 10 January 2022.
- Start of contract(s): 11 January 2022, for the duration of 2 months and a half.

## Contacts

For any questions related to the contents of this tender please contact Paula Mejia or Sylviane Mathy directly – (pmejiagonzalez@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:

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:

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: