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 2252-EWC-COMPANY

Expertise on action learning tools in the scope of corporate financial analysis for worker representatives in European Works Council and SE Works Council training

Launch date: 15 April 2022

1. Context

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 trainings, ETUI need to contract external financial experts to work closely with dedicated EWCs / SE WCs on a regular basis, with delivering action-oriented input on the financial subjects in our training courses for EWCs and SE-Works Councils. The contractor must ensure that the financial training
tools delivered are accessible to non-experts and allows the trainees to apply the knowledge to their own company as soon as possible. Work should be performed only on company-related financial documents, 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 and use the results straightaway (action learning methodology).

2. Expertise required

The potential candidates must possess 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 is an asset. Bidders must prove their ability to turn the current financial sources into the ‘ready-to-take’ questions list, understandable to worker representatives not familiar with the subject.

3. Description of tasks to be performed by the contractor

The contractor is expected to carry out the task of analysing the current financial information sources of a pointed company and provide the continuous support for the European Works Council in the scope of financial information and consultation (including list of questions for the European Works Council, to be used straightaway by the EWC in its communication with the Company Management). The proposed question list, along with the quarterly results of the financial analysis, shall be presented at the reporting meetings with the Select Committee (or the whole EWC).

4. Selection criteria

The contract will be awarded to the tenderers whose bid best corresponds to the required expertise and proposed handling of the task described in this tender for the best price. The maximum estimated budget for this expertise is 20000 EUR.

The bids will be assessed by considering:

- The understanding of the task;
- Bidder’s expertise in corporate financial analysis;
- Offered price

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. Duration

The ETUI will award a contract for the duration 1 year (from 1st April 2022 to 31st March 2023), with the possibility to prolong it. ETUI reserves the right to cease the agreement in case that EWC will not be satisfied with the delivery (and will express in writing the will to change the financial expert/trainer).

7. Confidentiality

All the tasks covered by this tender are considered confidential and cannot be revealed to the third parties (including the name of the company under analysis). Any materials produced during this contract will remain ETUI intellectual property. The candidate / tenderer is required to comply with the requirements of the General Data Protection Regulation (GDPR). See Annex 1 for details.

8. Jurisdiction

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

9. Deadline for the submission of tenders:

Candidates should send their bid by email to Vera dos Santos Costa, Director of the ETUI Education Department (lcoremans@etui.org) with a copy to Cyprian Szyszka (cszyszka@etui.org) by 25th April 2022 at the latest. The results will be communicated 29th April 2022.

10. Contact

For any questions related to the contents of this tender please contact Cyprian Szyszka (cszyszka@etui.org) directly.
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.


1.5. "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.
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: