



**CALL FOR TENDER
FOR INTERPRETATION SERVICES AND/OR
INTERPRETATION EQUIPMENT**

**Grant agreement VS/2014/0381
Optimising the use of information and consultation rights
in anticipating and guiding restructuring processes**

The European Federation of Building and Woodworkers (EFBWW) will organise two seminars in the framework of a project entitled **“Optimising the use of information and consultation rights in anticipating and guiding restructuring processes”**.

The purpose of the seminars is to discuss the issues mentioned **in the enclosed project description**.

The seminars are organised with the financial support of the European Commission.

The seminars are transnational and strive to enable a broader approach and a more wide-ranging debate of the ideas and opinions under discussion. Consequently, it is crucial that precise, high-quality interpreting and state-of-the art interpretation equipment is guaranteed.

As a consequence, the EFBWW launches a tender **for professional interpreters and/or interpretation equipment for all or part of the seminars foreseen**.

According to the requirements, the EFBWW shall establish a contract or contracts with qualified providers of interpretation and/or interpretation equipment specifying:

- the necessary target languages and or equipment requirements;
- the elements to calculate fees and payment modality;
- if needed, other technical elements for the correct implementation of these contracts of services required.

Providers of interpretation and/or interpretation equipment agencies shall provide quality services. Interpreters should be familiar with the vocabulary of the trade union, political, economic and social world.

The following seminars will be organised:

Please note that dates, venues, languages and equipment requirements are provisional. Tenders can be submitted for interpretation and/or interpretation equipment for all or part of the meetings.

In the framework of grant agreement VS/2014/0381:

Seminar 1 27 - 28 January 2015 in Madrid (Spain)

Dates and venue	27 January 2015 (8.30 – 12.30/14.00 – 18.00) 28 January 2015 (8.30 – 12.30) Madrid (ES)
Simultaneous interpretation	5 languages: English, French, German, Dutch, Spanish
Interpretation equipment	5 interpretation booths (2 interpreters/booth) and the technical equipment and assistance required for a seminar with 30 participants

Seminar 2 3 - 4 March 2015 in Sofia (Bulgaria)

Dates and venue	3 March 2015 (8.30 – 12.30/14.00 – 18.00) 4 March 2015 (8.30 – 12.30) Sofia (BG)
Simultaneous interpretation	6 languages: English, French, German, Dutch, Spanish, Swedish
Interpretation equipment	6 interpretation booths (2 interpreters/booth) and the technical equipment and assistance required for a seminar with 30 participants

GENERAL REMARKS

- Prices must be quoted in Euro using the conversion rates published in the Official Journal of the European Communities on the day when the notice of invitation to tender was published;
- prices must be fixed amounts, taxes, duties (VAT and others) should be quoted separately;
- where possible interpreters should be hired locally (i.e. close to the venue of the meetings)
- tenders must remain valid for a period of **six months** from the deadline stated for receipt of this tender;
- submission of the tender implies acceptance of the general terms as well as the provisions of this call for tender. More specifically Articles II.3, II.4, II.5, II.8 and II.27 of the grant agreements between the EFBWW and the European Commission (see excerpts attached), will also apply to the tenderer who will be awarded (part of) the contract.

The tender will be awarded to the lowest and best bidder, which means that the bid with the best quality/price ratio will be retained. In this process, EFBWW pledges to abide by the principles of transparency and equal treatment to avoid any conflict of interest.

All candidates can send their bid either by e-mail, registered mail or hand it over directly to:

Mr Frank Leus,
EFBWW,
Rue de l'Hôpital 31, 1 (12th floor)
B - 1000 Bruxelles.

e-mail: fleus@efbh.be

Offers must be received by 19th December 2014 at the latest.

If the bids are sent by e-mail the date of sending shall be taken as the postmark date.

If the bids are sent by registered mail, the date of registration shall be taken as the postmark date.

Concerning bids submitted by private mail operators and bids handed over directly, a receipt signed and delivered by the internal mail department, with the date of the last day of submission or a previous date will be considered as a valid receipt (the deadline as regards the hour is always 4 p.m.).



Optimising the use of information and consultation rights in anticipating and guiding restructurings processes (part II)

Detailed working programme

Call for Proposals VP/2014/003/0213

Budget heading 04.03.01.06
Information, consultation and participation
of representatives of undertaking

Optimising the use of information and consultation rights in anticipating and guiding restructurings processes (Part II)

CONTENT :

- 1. Introduction and goals of the project**
- 2. Links with the objectives and priorities of the budget heading**
- 3. Project planning**
- 4. Tasks of the different actors involved**
- 5. Timetable of activities**

1. Introduction and goals of the project

Due to the on-going crisis, companies and groups are forced to adapt their structure to the economic reality. Usually, this process means restructuring, closures or mergers. We find that for most European Works councils it is very difficult for their information and consultation rights to be respected. Managements hide behind confidentiality of information, dispute the transnational character or argue that it is a local problem which is to be solved locally.

Since several of our sectors are currently experiencing problems with saturated markets and a declining demand, the worker representatives are constantly being confronted with these changes.

We would therefore like to organize a two-day seminar for each of our subsectors (Cement, Wood/furniture, Building, building materials) in order to instruct and prepare the EWC coordinators and worker representatives on how to anticipate and deal with these changes. Under the 2013 budget The EFBWW introduced an application for grants to cover the seminars for the Cement and Wood/Furniture sectors (grant agreement VS/2013/0508), with this application we would like to cover the seminars for the sectors Building and Building materials.

The intention is to work around the following four objectives:

1. Obtain a better understanding of the legal framework and give an overview of the key judgments.
2. Strengthen the information and consultation at local and national level, by creating national consultative structures in all countries where a group is active.
3. To encourage the development of a network of contacts of each subsidiary of the group and the organization of a permanent exchange of information.
4. To promote negotiations and conclusion of agreements regarding subcontracting, use of temporary work agencies, etc.

2. Links with the objectives and priorities of the budget heading

The project is in line with the priority objectives of the budget heading as it aims at helping worker representatives to better understand and enforce their information and consultation rights, especially in the framework of the on-going waves of restructuring in our sectors. Another objective will be to familiarize the worker representatives with transnational company agreements more particularly on negotiations and conclusion of agreements regarding subcontracting, use of temporary work agencies, etc.

3. Project planning

3 out of 5 seminars will have been organised under grant agreement VS/2013/0508 i.e.

1. Seminar for EWC co-ordinators from the affiliated trade unions
2. Seminar for worker representatives from companies from the cement sector
3. Seminar for worker representatives from companies from the wood/furniture sector

the final 2 seminars and evaluation will be submitted under this budget heading, i.e.

4. Seminar for worker representatives from companies from the building sector
5. Seminar for worker representatives from companies from the building materials' sector

For each of the seminars a similar programme will be prepared, but the specific aspects of each sector will be taken into account when preparing the individual programmes.

We will use a practical approach, taking into account the specific characteristics of each sector and aiming to develop individual action plans for each EWC involved.

Subsequently it is intended that each EWC co-ordinator makes an evaluation of the extent of which the action plan was implemented in his/her EWC. This evaluation will take place during a meeting of EWC co-ordinators in 2015.

4. Tasks of the different actors involved

The EFBWW steering group for EWC co-ordinators will prepare the contents of the seminar by collecting the information material available on the four objectives, looking for speakers taking into account the target audience and deciding on the final list of EWCs to be invited. For the sectoral seminars each EWC will have to prepare an action plan specific for his group. The implementations of the action plans will be evaluated and stimulated by the EFBWW EWC co-ordinators.

5. Activities

January Madrid (Spain)
seminar for worker representatives from the Building Materials' sector, 30
participants (2 days)
French, English, German, Dutch, Spanish

March Sofia (Bulgaria)
Seminar for worker representatives from the Construction sector, 30
participants (2 days)
French, English, German, Dutch, Spanish, Swedish

The provisional lists of groups which will be invited to take part are as follows:

Building materials: Imerys, Etex, Wienerberger, Consolis, Lhoist, Carmeuse,
Monier

Construction sector : Vinci, Bouygues, Eiffage, Spie, Besix, Bam, Strabag, Skanska,
Hochtief

All the groups are active in various European countries and the aims of the project clearly outline the transnational character.

Each seminar will be evaluated separately. Each EWC co-ordinator will make an evaluation in how far the EWC for which they are responsible have implemented the action plan agreed upon.

A general evaluation of all the action plans will be done at the Meeting of EWC coordinators in 2015.

From the final, general evaluation it will be clear how EWC can best improve their information and consultation rights and how they can deal with and anticipate restructurings.

A number of EWCs will have improved their performance and will be able to anticipate to and guide restructuring processes, limiting the social consequences.

Good examples can be used to help other EWCs.

Some aspects of the evaluation will be further discussed at sectoral level (e.g. subcontracting, posting problems, etc.) in the European social dialogues.

Signature of the legal representative:

Sam Hägglund
General Secretary

ARTICLE II.3 – LIABILITY FOR DAMAGES

- II.3.1** The Commission shall not be held liable for any damage caused or sustained by the beneficiary, including any damage caused to third parties as a consequence of or during the implementation of the action.
- II.3.2** Except in cases of force majeure, the beneficiary shall compensate the Commission for any damage sustained by it as a result of the implementation of the action or because the action was not implemented or implemented poorly, partially or late.

ARTICLE II.4 – CONFLICT OF INTERESTS

- II.4.1** The beneficiary shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).
- II.4.2** Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Commission, in writing, without delay. The beneficiary shall immediately take all the necessary steps to rectify this situation. The Commission reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

ARTICLE II.5 – CONFIDENTIALITY

- II.5.1** The Commission and the beneficiary shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.
- II.5.2** The beneficiary shall not use confidential information and documents for any reason other than fulfilling its obligations under the Agreement, unless otherwise agreed with the Commission in writing.
- II.5.3** The Commission and the beneficiary shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:
- (a) the concerned party agrees to release the other party from the confidentiality obligations earlier;
 - (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
 - (c) the disclosure of the confidential information is required by law.

ARTICLE II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.8.1 Ownership of the results by the beneficiary

Unless stipulated otherwise in the Agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiary.

II.8.2 Pre-existing industrial and intellectual property rights

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Agreement, the beneficiary shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the Commission at the latest before the commencement of implementation.

The beneficiary shall ensure that it or its affiliated entities have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

II.8.3 Rights of use of the results and of pre-existing rights by the Union

Without prejudice to Articles II.1, II.3 and II.8.1, the beneficiary grants the Union the right to use the results of the action for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;



- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Commission;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the Union may be provided for in the Special Conditions.

The beneficiary shall warrant that the Union has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of the action. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the action.

Information about the copyright owner shall be inserted when the result is divulged by the Union. The copyright information shall read: “© – year – name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.”.

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION

II.27.1 Technical and financial checks or audits and interim and final evaluations

The Commission may carry out technical and financial checks and audits in relation to the use of the grant. It may also check the statutory records of the beneficiary for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

In addition, the Commission may carry out interim or final evaluation of the impact of the action measured against the objective of the Union programme concerned.

Checks, audits or evaluations made by the Commission may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks, audits or evaluations may be initiated during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance. This period shall be limited to three years if the maximum amount specified in Article I.3 is not more than EUR 60 000.

The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter of the Commission announcing it.

II.27.2 Duty to keep documents

The beneficiary shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by its national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance.

This period shall be limited to three years if the maximum amount specified in Article I.3 is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article II.27.7. In such cases, the beneficiary shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

II.27.3 Obligation to provide information

The beneficiary shall provide any information, including information in electronic format, requested by the Commission, or by any other outside body authorised by it, in the context of checks, audits or evaluations as referred to in Article II.27.1

In case the beneficiary does not comply with the obligation set out in the first subparagraph, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.4 On-the-spot visits

During an on-the-spot visit, the beneficiary shall allow Commission staff and outside personnel authorised by the Commission to have access to the sites and premises where the action is or was carried out, and to all the necessary information, including information in electronic format.

It shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

In case the beneficiary refuses to provide access to the sites, premises and information in accordance with the first and second subparagraphs, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report ("draft audit report") shall be drawn up. It shall be sent by the Commission or its authorised representative to the beneficiary, which shall have 30 days from the date of receipt to submit observations. The final report ("final audit report") shall be sent to the beneficiary within 60 days of expiry of the time limit for submission of observations.

II.27.6 Effects of audit findings

On the basis of the final audit findings, the Commission may take the measures which it considers necessary, including recovery of all or part of the payments made by it, in accordance with Article II.26.

In the case of final audit findings made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiary under the Agreement for the implementation of the action.

II.27.7 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations

II.27.7.1 The Commission may take all measures which it considers necessary, including recovery of all or part of the payments made by it under the Agreement, in accordance with Article II.26, where the following conditions are fulfilled:

- (a) the beneficiary is found, on the basis of an audit of other grants awarded to it under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant; and
- (b) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the beneficiary within the period referred to in Article II.27.1.

II.27.7.2 The Commission shall determine the amount to be corrected under the Agreement:

- (a) wherever possible and practicable, on the basis of costs unduly declared as eligible under the Agreement.

For that purpose, the beneficiary shall revise the financial statements submitted under the Agreement taking account of the findings and resubmit them to the Commission

within 60 days from the date of receipt of the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission, and the total amount paid to the beneficiary under the Agreement for the implementation of the action;

- (b) where it is not possible or practicable to quantify precisely the amount of ineligible costs under the Agreement, by extrapolating the correction rate applied to the eligible costs for the grants for which the systemic or recurrent errors or irregularities have been found.

The Commission shall formally notify the extrapolation method to be applied to the beneficiary, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative method.

If the Commission accepts the alternative method proposed by the beneficiary, it shall formally notify the beneficiary thereof and determine the revised eligible costs by applying the accepted alternative method.

If no observations have been submitted or if the Commission does not accept the observations or the alternative method proposed by the beneficiary, the Commission shall formally notify the beneficiary thereof and determine the revised eligible costs by applying the extrapolation method initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs after extrapolation, and the total amount paid to the beneficiary under the Agreement for the implementation of the action; or

- (c) where ineligible costs cannot serve as a basis for determining the amount to be corrected, by applying a flat rate correction to maximum amount of the grant specified in Article I.3 or part thereof, having regard to the principle of proportionality.

The Commission shall formally notify the flat rate to be applied to the beneficiary, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative flat rate.

If the Commission accepts the alternative flat rate proposed by the beneficiary, it shall formally notify the beneficiary thereof and correct the grant amount by applying the accepted alternative flat rate.

If no observations have been submitted or if the Commission does not accept the observations or the alternative flat rate proposed by the beneficiary, the Commission shall formally notify the beneficiary thereof and correct the grant amount by applying the flat rate initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant after flat-rate correction

and the total amount paid to the beneficiary under the Agreement for the implementation of the action.

II.27.8 Checks and inspections by OLAF

The European Anti-Fraud Office (OLAF) shall have the same rights as the Commission, notably right of access, for the purpose of checks and investigations.

By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

Where appropriate, OLAF findings may lead to recovery by the Commission.

II.27.9 Checks and audits by the European Court of Auditors

The European Court of Auditors shall have the same rights as the Commission, notably right of access, for the purpose of checks and audits.