

## **CALL FOR TENDERS**

**№ 2015-BEREC-OT-01**

**Provision of professional event organisation services for  
BEREC and BEREC Office events**

## **TENDER SPECIFICATIONS**



## TABLE OF CONTENTS

1. INFORMATION ON TENDERING .....	1
Introduction .....	1
1.1. Participation and contractual conditions .....	1
1.2. Joint tenders .....	1
1.3. Subcontracting.....	2
1.4. Content of the tender .....	2
1.5. Identification of the tenderer: legal capacity and status .....	2
2. EVALUATION AND AWARD.....	3
2.1. Evaluation steps .....	3
2.2. Exclusion criteria.....	3
2.3. Selection criteria .....	3
2.4. Award criteria.....	6
2.5. Technical offer .....	7
2.6. Financial offer .....	7
3. TECHNICAL SPECIFICATIONS .....	11
3.1. General background .....	11
3.2. Tasks .....	18
3.3. General requirements for all services to be provided .....	19
3.4. Quality assurance and monitoring .....	25
3.5. Confidentiality arrangements and avoiding conflict of interest.....	25
ANNEX A: Declaration of honour on exclusion criteria and absence of conflict of interest.....	26
ANNEX B: Description of the BEREC event (mock scenario) .....	28

## 1. INFORMATION ON TENDERING

### Introduction

The objective of the current tender specification is the conclusion of **multiple framework service contracts in cascade** for the provision of professional event organisation services for BEREC and BEREC Office events with a maximum of three contractors.

The objective of each **framework service contract** (FWC) would be to provide the BEREC Office (the Contracting Authority) with support and specialised services for the organisation and planning of events (such as meetings, internal or public workshops, conferences or seminars, public debriefings, hearings or other forms of public consultations, international fora, information days, information visits, open days, public awareness raising campaigns, team-building events, etc.).

The FWC(s) will be concluded for an initial duration of 1 year from the date of their signature. The FWC(s) shall be renewed up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties in accordance with the provisions set out in the FWC. The total value of the FWC(s) for the whole contract duration (e.g. maximum 4 years) shall not exceed EUR 3 000 000.

The assignments to be carried out under the FWCs may cover any geographic area in the European Union or any third country but in principle the biggest number of BEREC and/or BEREC Office events take place in Brussels or in Latvia (mainly in Riga).

### 1.1. Participation and contractual conditions

Participation in this tender procedure is open on equal terms to all natural and legal persons or groupings of such persons (consortia) coming within the scope of the Treaties. It includes all natural and legal persons established in the European Union.

Pursuant to Article 119 of the General Financial Regulation the participation is also open to all natural and legal persons from a third country which has a special agreement with the European Union (EU) in the field of public procurement on the conditions laid down in that agreement. The Contracting Authority can therefore accept tenders from and sign contracts with tenderers from 35 countries, namely: the countries, which are parties to the Agreement on the European Economic Area (EEA) (the 28 EU Member States, Lichtenstein, Norway and Iceland) and 4 Stabilisation and Association Agreements (SAA) Countries (FYROM, Albania, Montenegro and Serbia).

This tender procedure is not open to tenderers from countries which have ratified the Multilateral Agreement on Government Procurement (GPA).

The tenderer should bear in mind the provisions of the draft FWC which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, data protection, and checks and audits.

### 1.2. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the Contracting Authority.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the member duly authorised by the other members via a power of attorney.

### **1.3. Subcontracting**

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers are required to identify all subcontractors whose share of the contract is above 10 %.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

### **1.4. Content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.5.);

Part B: Evidence for exclusion criteria (see section 2.2.);

Part C: Evidence for selection criteria (see section 2.3.);

Part D: Technical offer (see section 2.5.);

Part E: Financial offer (see section 2.6.).

The tenders must use the Tender Submission Form provided in appendix 1. The tender should contain a table of contents and all documents provided should have page numbers and should be listed in the table of contents.

### **1.5. Identification of the tenderer: legal capacity and status**

The tender must include the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single contact person in relation to this tender.

If applicable, the tender must indicate the proportion of the contract to be subcontracted.

In case of joint tender, the tender must be signed by a duly authorised representative for each tenderer, or by a single tenderer duly authorised by other tenderers (with power of attorney).

Subcontractors must provide a letter of intent stating their willingness to provide the service foreseen in the offer and in line with the present tender specification.

In order to prove their legal capacity and their status, all tenderers must provide a signed Legal Entity Form with its supporting evidence. The form is available on-line at the following link: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no additional forms are needed for subcontractors and other joint tenderers). The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

Tenders not meeting each of the minimum capacity levels shall be de-selected.

## **2. EVALUATION AND AWARD**

### **2.1. Evaluation steps**

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- (2) Selection of tenderers on the basis of selection criteria;
- (3) Evaluation of tenders on the basis of the award criteria;

Only tenders meeting the requirements of one step will pass on to the next step.

### **2.2. Exclusion criteria**

All tenderers shall provide a declaration on their honour (see Annex A), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex A.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 10%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex A before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender and to identified subcontractors whose intended share of the contract is above 10 %.

### **2.3. Selection criteria**

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The evidence requested should be provided by each member of the group in case of joint tender and identified subcontractor whose intended share of the contract is above 10%. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

### **2.3.1. Economic and financial capacity criteria and evidence**

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must comply with the following criteria:

- Average annual turnover of the last two financial years for which the accounts have been closed above EUR 1 500 000; in case of a consortium, 25 % of this turnover must have been generated by the consortium leader;
- Out of the average annual turnover at least EUR 750 000 on average per year must have been generated by event management services; in case of a consortium, 25 % of this turnover must have been generated by the consortium leader.

The following evidence should be provided:

- Copy of the profit & loss account and balance sheet for the last two years for which accounts have been closed,
- Failing that, appropriate statements from banks,
- If applicable, evidence of professional risk indemnity insurance;
- A list of all event management projects, with indication of their exact amount.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Contracting Authority reserves the right to request any other documents enabling it to verify the tenderer's economic and financial capacity.

### **2.3.2. Technical and professional capacity criteria and evidence**

#### **a. Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The tenderer must prove experience in the field of event management with at least 10 projects delivered in this field in the last three years with a minimum value for each project of EUR 50 000 and/or more than 100 participants.
- The tenderer must prove experience in organising international events by presenting its experience in the organisation of at least 10 international events in at least 3 different countries in the last three years.

## **b. Criteria relating to the team delivering the service:**

The team delivering the service should include, as a minimum, the following profiles:

Project Manager: At least 5 years of experience in event management, including overseeing project delivery, quality control of delivered service and client orientation in organisation of events of a similar nature as the ones listed above; the project manager should have experience in managing at least 10 events with budget above EUR 50 000 and at least 100 participants.

Assistant Project Manager: At least 3 years of experience in event management, including overseeing project delivery, quality control of delivered service in organisation of events of a similar nature as the ones listed above; the project manager should have experience in managing alone or under the leadership of other senior staff at least 8 events with budget above EUR 50 000 and at least 100 participants. The Assistant Project Manager should be able to act as a back-up to the Project Manager in his/her absence.

Expert in event management: At least 3 years of experience in event management and involvement in the organisation of at least 5 events with budget above EUR 50 000 and at least 100 participants.

Financial/Accounting Assistant: At least 3 years of experience in dealing with financial and accounting matters related to event management and/or reimbursement of expenses to event participants.

All team members should have thorough knowledge of the English language. They should be employed by the contractor on an employment contract.

## **c. Evidence:**

The following evidence should be provided to fulfil the above criteria:

- List of relevant services provided in the past three years, project scope (budget, number of participants), where applicable, dates, recipients of services (including indications if they are public or private bodies). The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;

- The professional qualifications of the persons who will provide the service for this tender, incorporated in CVs created by use of the europass CV template available on-line at: <https://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>. Each CV provided should indicate the intended function in the delivery of the service. The CVs should be accompanied by a document proving the level of use the English language (a certificate or other relevant document). To prove the employment of staff the tenders should provide a payslip dating from the month of the publication of the contract notice (any confidential data may be blacked out) or a certificate from an official body, external to the employer, such as social security provider.

## 2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. The quality of the tender will be evaluated based on the following criteria.

<b>AWARD CRITERIA</b>	<b>Maximum score /weighting</b>	<b>Threshold</b>
Quality of the proposed methodology for delivering the services required	30	15
Organisation of the work for delivery of the services	20	10
Approach to management of individual assignments and feasibility to meet the specific requirements	20	10
Approach to the development of case study (mock scenario)	30	15
<b>Total</b>	<b>100</b>	<b>60</b>

The maximum total quality score is 100 points.

Tenders scoring less than 50% of the maximum score for any award criterion will be considered of insufficient quality and rejected.

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed above. No award criteria and sub-criteria other than these detailed above will be used to evaluate the offers.

The qualitative score obtained for the award criteria will be divided by the total price of the tender.

The quality criteria weighting is = 70%

The price weighting is = 30%

The weighting of quality and price will be applied as follows:

score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	100	*	price weighting (in %)	+	total quality score (out of 100) for all award criteria of tender X	*	quality criteria weighting (in %)
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Submission of an offer implies acceptance of the conditions stipulated in the present document (including all its annexes) and binds the contractor to whom the contract is awarded during the performance of the contract.



## **2.5. Technical offer**

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

In its technical offer the tenderer is expected to present its methodology for providing high-level services for the organisation of BEREC and BEREC Office events. The methodology has to be focused on ensuring smooth and successful management of the events and should demonstrate the ability of the contractor to meet the specific requirements of the Contracting Authority.

The tenderer may describe its methodology and work plan for provision of all services related to event organisation as a whole, or may specify its approach for each type of service separately, if different approach to different services will be applied.

The tenderer should outline its approach to managing each individual assignment, its approach to the overall coordination of the activities to be performed for the contract implementation, including the aspect of contract management (staff involved, their roles, management and monitoring of performance, assessment, quality and risk management, etc.).

The tenderer should demonstrate its plans to implement an assignment in a geographic region/country in which (s)he does not have previous experience of operations.

The tender contains a presentation of a logistical and budgetary proposal for the BEREC event described in annex B, also describing the approach to be applied in the overall planning and execution of the meeting, selection of potential venue, providers of services, etc. the tenderer is expected to identify possible risks and to demonstrate its techniques to mitigate them. The description should be theoretical and should not exceed 4,500 characters (without spaces). There is no need to use or present actual offers for the development of the case.

## **2.6. Financial offer**

### **2.6.1. General rules applicable to the financial offer and maximum budget for the entire duration of the framework service contract**

The price for the tender must be quoted in EUR. Tenderers from countries outside the euro zone have to quote their prices in EUR, as well. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the BEREC Office is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The contractor must quote its management fees for the different service categories, for events of different sizes, based on the number of participants. All prices are understood as per registered participant. The proposed prices shall include all costs to be borne by the contractor for the performance of the framework service contract.

The contractor is not expected to quote the prices of the specific services to be chosen for each specific event. The total budget for each assignment/event shall consist of the fees of the contractor for each service requested, the cost of the specific services provided, the relevant costs of the materials used, if any, and the cost of the contractor for providing service personnel.

The final budget of an event shall be agreed between the Contracting Authority and the Contractor in the orders/specific contracts to be signed for each event.

In addition to the maximum total price specified in each order form or specific contract, travel, subsistence, accommodation and shipment expenses shall be reimbursed in accordance with Article I.3.3. of the FWC, as shall other expenses provided for by the tender specifications/specific contracts up to a maximum amount of EUR 600 000 throughout performance of the FWC and up to a maximum of 25% of the amount of each order form or specific contract / each travel / other sufficient measure.

The maximum cumulative value of all orders/specific contracts to be concluded during the total maximum duration of the FWCs (e.g. 4 years) shall not exceed **EUR 3 000 000**.

### 2.6.2. Price-list of the contractor

The contractor is requested to complete the price tables below, which shall constitute its financial offer.

The financial offer has to be drawn up using the model reply forms attached to the tender specifications. All prices have to be shown in EUR (VAT excl.).

#### A. Price list of contractor's fees as per number of event participants

No	CATEGORY OF SERVICE	Number of participants				
		I	II	III	IV	V
		1 to 15	16 to 35	36 to 70	71 to 150	More than 150
1.	Event management					
2.	Venue selection and reservation					
3.	Selection and block/pre-booking of accommodation					
4.	Selection and reservation of restaurants					
5.	Selection and ordering of catering services					
6.	Organisation of social/cultural programme for the event					
7.	Providing branding and visual identity of the event, including graphic design					
8.	Hiring the necessary technical equipment, if not available at the venue					

No	CATEGORY OF SERVICE	Number of participants				
		I	II	III	IV	V
		1 to 15	16 to 35	36 to 70	71 to 150	More than 150
9.	Selection and ordering of printing, copying and scanning services					
10.	Selection and ordering of photographic and audio-video services, including streaming, recording, etc.					
11.	Selection and organisation of transport/transfer services					
12.	Selection and hiring of speakers, moderators and/or trainers for the events					
13.	Selection and organisation of translation and/or interpreting services, including sign interpretation					
14.	Selection and organisation of note taking services or services for drafting event documents					
15.	Selection and organisation of communication/public relations services					
16.	Collecting, compiling and distribution of documents, including using specific IT tools					
17.	Any other support services related to the events organised by the BEREC Office					
	Total amount of fees (I+II+III+IV+V):					

- B. Prices of contractor for providing of temporary service staff for the event organisation, including event assistants

CATEGORY OF SERVICE	Price per number of hours per person of the staff				
	I	II	III	IV	V
	Up to 1 h	1 to 2 h	2 to 4 h	4 to 8 h	More than 8 h
Providing of temporary service staff					
Total amount of fees (I+II+III+IV+V):					

- C. Price of contractor for conducting surveys/market research about potential events which the Contracting Authority may (co-)organise (flat rate)

CATEGORY OF SERVICE	Price per survey/market research (excluding survey/market research which the contractor may undertake in the course of specific events for which the Contracting Authority has ordered services )
Conducting surveys/market research for any prospective events	

- D. Price of contractor for collecting and processing the applications for reimbursement of the travel, subsistence and other expenses incurred in the course of journeys made by persons attending BEREC and BEREC Office events (flat rate per application processed)

CATEGORY OF SERVICE	2.6.3. Price per application processed
Collecting and processing the applications for reimbursement of the travel, subsistence and other expenses incurred in the course of journeys made by persons attending BEREC and BEREC Office events	

## E. Formation of the final financial offer

For the final evaluation of the offer the contractor's fees for all services for events of different size will be added to the cumulative amount of the fees due for provision of the service personnel per hour and the offered rate of daily subsistence in the following manner:

Price offer for providing of service personnel during events in EUR

Description of the type of fee	Total amount
A: Total fees of contractor per services	
B: Contractor's fees for providing of service personnel	
C: Contractor's fee for conducting surveys/market research for any prospective events	
D: Contractor's fee for collecting and processing of reimbursement applications per piece	
Total (A+B+C+D):	

## 3. TECHNICAL SPECIFICATIONS

### 3.1. General background

#### 3.1.1. Brief over view of the Body of European Regulators for Electronic Communications (hereinafter referred to as "BEREC") and the BEREC Office

**BEREC** and the **BEREC Office** were established by Regulation (EC) № 1211/2009 of the European Parliament and of the Council of 25 November 2009.

**BEREC** advises the European Commission and the National Regulatory Authorities (NRAs) with primary responsibility for overseeing the day-to-day operation of the markets for electronic communications networks and services, and assists the European Parliament and Council, on issues related to the application of the EU regulatory framework for electronic communications. BEREC, in particular, has to enhance fair competition and consistency of the regulation in the internal market for electronic communications by providing expert advice on market definitions, analysis and remedies, definition of trans-national markets, cross-border disputes, numbering issues and others. Despite its important role, BEREC has no legal personality. Therefore, with the objective to provide administrative and professional support to BEREC, the legislator established the **BEREC Office**, which was set up as a body of the European Union (EU). The seat of the BEREC Office is in Riga, Latvia.

### 3.1.2. Composition and structure of BEREC

#### Board of Regulators

BEREC is composed of a **Board of Regulators** consisting of the **Heads or nominated high-level representatives** of the NRAs from all EU Members States with primary responsibility for overseeing the day-to-day operation of the markets for electronic communications networks and services.

The Commission, the EFTA Surveillance Authority, the heads of the NRAs from the EFTA States and from the States that are candidates for accession to the EU also participate in the work of BEREC at a high level. Currently BEREC has in total 39 members and observers.

The Board of Regulators appoints its Chair and Vice-Chairs from among its members. The term of office of the Chair and of the Vice-Chairs is one year. Before serving her/his term as Chair for one year, (s)he has firstly to serve one year as a Vice-chair. For ensuring continuity of BEREC's work, the Chair has to serve as a Vice-chair for the year following her/his term as Chair.

The Board of Regulators meets at least 4 times a year in ordinary meetings organised all over Europe, which are convened by the BEREC Chair, who also has the responsibility to determine their place. At the request of the Commission or of at least one third of the Board of Regulator's members BEREC can meet in extraordinary meetings, which are convened at rather short notice. The place of such meetings is determined on an ad hoc basis.

#### Contact Network

According to BEREC Rules of Procedures the Board of Regulators is assisted by a working group called "Contact Network" composed of **senior representatives** of the BEREC NRAs and representatives of the European Commission and the EFTA Surveillance Authority.

The Contact Network has the objective to prepare the decisions to be taken by the Board of Regulators and the BEREC Office Management Committee. The Contact Network meets at least 4 times a year in ordinary meetings organised all over Europe, which are organised around 20 day prior to the meetings of the Board of Regulators and the BEREC Office Management Committee.

#### Expert Working Groups

According to Article 4 (7) of the BEREC Regulation the work of BEREC may be organised into Expert Working Groups (EWGs). Therefore, together with the adoption of the BEREC Work Programme the Board of Regulators usually establishes a number of EWGs which work on specific topics included in the BEREC Work Programme or arising on an ad hoc basis, following requests for advice or opinions from the EU Institutions.

Additionally the BEREC Office established Ad Hoc EWGs on the phase II investigations undertaken by the Commission in compliance with Article 7 and &a of the Framework Directive (Directive EC/2002/21).

On average the EWGs have around 100 meetings per year in total, organised mainly in Brussels, currently in the premises of the BEREC representation in Brussels, hosted by the Secretariat of the IRG (currently situated at: Rue de la Science 14, 1040 Brussels). The meetings of the EWGs may take place also in Riga and, in limited cases, in other locations anywhere in Europe.

### 3.1.3. Composition and structure of the BEREC Office

The BEREC Office is managed by an **Administrative Manager** under the supervision of a **Management Committee** composed of the Heads of EU Members States' NRAs who form the

Board of Regulators and a representative of the European Commission. The BEREC Office is financed by a EU subsidy and financial contributions from Member States or from their NRAs made on a voluntary basis.

The **Management Committee** meets at least 4 times a year in ordinary meetings. For practical reasons these meetings are organised back-to-back with the meetings of the Board of Regulators. The meetings of the Board of Regulators and the Management Committee are jointly referred to as 'plenary meeting'.

### 3.1.4. Short overview of BEREC and BEREC Office events

The table provided below contains an indicative list of the various BEREC and BEREC Office events.

No	Type of event	Indication of the possible location	Event duration	Expected number of participants	Expected number of events per year	Additional information
1.	BEREC plenary meetings (ordinary or extraordinary)	Throughout Europe (EU and non-EU countries – BEREC members and observers)	1 ½ days	80 to 120	4 ordinary plenary meetings and exceptionally – extraordinary meeting	Currently most of these events are hosted by different NRAs – members or observers of BEREC. The BEREC Office may need to organise them only in case of lack of requests for hosting them by a BEREC member or observer. Nevertheless, the BEREC Office still provides some limited support related to the meeting organisation.
2.	Contact Network meetings	Same as above	1 ½ days	70 to 100	Usually 4 per year	
3.	BEREC high-level internal workshops	Throughout Europe, frequently back-to-back with the plenaries and at the same venue	½ or 1 day	80 to 120	3 to 5	The BEREC Office have more active support role in the organisation of the events, which take place in Riga and which are hosted by SPRK.
4.	BEREC conferences, seminars, workshops or other events, open to the public	Mainly in Brussels but also in other locations throughout	½ or 1 day	50 to 200	3 to 6	One of the main events following in this category is the annual BEREC Stakeholder Forum. For more information about the event scope, please, see the 2014 event section <sup>1</sup> . As a general rule

<sup>1</sup> <http://www.berec.europa.eu/eng/events/2014/68-2nd-berec-stakeholder-forum->



<b>No</b>	<b>Type of event</b>	<b>Indication of the possible location</b>	<b>Event duration</b>	<b>Expected number of participants</b>	<b>Expected number of events per year</b>	<b>Additional information</b>
		Europe				these events are made available to the public through streaming, or in case of technical limitations – through video-recording.
5.	Public debriefings from BEREC plenaries or public hearings on specific topics	Brussels	2½ h or ½ day	20 to 70	5 to 8	The public debriefings are usually organised in the Commission premises. As a general rule these events are made available to the public through streaming.
6.	Meetings of the BEREC Chair and Vice-chairs	Mainly in the country of employment of the BEREC Chair	From 2 ½ h to 1 ½ day	5 to 10	4 to 6	These events are currently hosted and organised by the BEREC Chair or the host of plenary meetings but in case of request from BEREC the Office should be prepared to organise them.
7.	Formal or informal meetings of the BEREC Chair and Vice-chairs with the European Commission, the Council of the EU and/or the European Parliament	Mainly Brussels but other locations are also possible	From 2½ h to 1 day	5 to 15	5 to 8	These meetings may also take the form of a working breakfast, lunch or dinner and are organised by the BEREC Office or in cooperation with the Commission.
8.	EWG meetings	Mainly Brussels but in limited cases other locations are also possible	1-2 days	5-35	80-90	The format of these meetings may vary significantly, as they are organised for drafters (5-8 participants), for specific Work Stream (15-25 participants), full EWGs (30-40 participants) or may take the form of internal EWG workshops with external speakers.
9.	Article 7/7a EWG meetings	Anywhere in the EU, usually at	1-2 days	7-10	8-12	These meetings are organised with a very short notice but unless

№	Type of event	Indication of the possible location	Event duration	Expected number of participants	Expected number of events per year	Additional information
		the headquarters of the Chair				the meetings are held in Riga, the BEREC Office is not involved in their organisation.
10.	BEREC International Mission	Outside Europe	4-5 working days	5-7	1	In order to study the experience of third countries in the telecom sector BEREC usually organises 1 international mission per year for meeting government official and key private sector representatives. So far BEREC has organised such missions in the USA, South Korea, Japan and China.
11.	Other ad hoc events	No pattern	No pattern	No pattern but usually not exceeding 10	No pattern	<p>These events are frequently organised and hosted by the BEREC Office. They are rarely organised in the premises of some of the NRAs but such examples also exist.</p> <p>They may include visits of representatives of the EU Institutions or other EU Agencies to the BEREC Office, open door days at the BEREC Office, Office team building events, training sessions for the staff of the BEREC Office, meetings with the Latvian authorities, etc.</p>

### **3.1.5. Schedule and place for organising the meetings of the Board of Regulators, the BEREC Office Management Committee, the Contact Network and the EWGs**

The schedule and the place for the meetings of the Board of Regulators, the BEREC Office Management Committee and the Contact Network for year N+1 is determined by the incoming Chair by September of year N at the latest. It is published on the BEREC website. At least one meeting per year either of the Board of Regulators/the BEREC Office Management Committee or the Contact Network takes place in the Republic of Latvia and is hosted by the Latvian Public Utilities Commission (SPRK), frequently in co-operation with the BEREC Office. The other meetings of the Board of Regulators/BEREC Office Management Committee or the Contact Network are usually hosted by some of the NRAs and the BEREC Office may have either no responsibilities in their organisation or provide only support to the meeting host. The procedure for selecting the place and the host of these meetings is presented in Article 4 of the Rules of Procedure of the Board of Regulators<sup>2</sup>.

In the event of lack of proposals for hosting a specific meeting, the BEREC Chair may request the BEREC Office to make a proposal to organise the meeting at a suitable place and respectively to host it.

The meeting schedule for 2015 can be found in document No BoR (14) 191<sup>3</sup> and for 2016 – in document No BoR (15) 86<sup>4</sup>

In relation to the organisation of the EWG meetings the involvement of the BEREC Office so far has been limited mainly to public events of the EWGs or meetings held in Riga but there is an increasing demand from BEREC side to the BEREC Office to expand the support to EWGs and therefore the contractor should be prepared to address such a demand in future.

The schedule of the meetings of the EWG so far is determined by the EWG Co-Chairs and is usually announced 10 to 15 days before the meeting.

The meetings of the Article 7/7a EWGs are convened at a very short notice due to the limited time for the preparation of the BEREC opinions and are organised on Ad Hoc basis in case of opening of phase II investigation by the Commission.

Therefore the contractor cannot expect to get the annual programme for the EWG meetings in advance.

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<sup>2</sup> BoR (14) 213, Rules of Procedure of the Board of Regulators, 05.12.2014, [http://berec.europa.eu/eng/document\\_register/subject\\_matter/berec/rules\\_of\\_procedure/4835-rules-of-procedure-of-the-board-of-regulators](http://berec.europa.eu/eng/document_register/subject_matter/berec/rules_of_procedure/4835-rules-of-procedure-of-the-board-of-regulators)

<sup>3</sup> BoR (14) 191, Preliminary Schedule for the BEREC and Contact Network (CN) meeting, and public debriefings in 2015, 05.12.2014, [http://berec.europa.eu/eng/document\\_register/subject\\_matter/berec/others/4810-preliminary-schedule-for-the-berec-and-contact-network-cn-meeting-and-public-debriefings-in-2015](http://berec.europa.eu/eng/document_register/subject_matter/berec/others/4810-preliminary-schedule-for-the-berec-and-contact-network-cn-meeting-and-public-debriefings-in-2015)

<sup>4</sup> BoR (15) 86, Preliminary Schedule for the BEREC and Contact Network meeting in 2016, 02.06.2015, [http://berec.europa.eu/eng/document\\_register/subject\\_matter/berec/others/5076-preliminary-schedule-for-the-berec-and-contact-network-meeting-in-2016](http://berec.europa.eu/eng/document_register/subject_matter/berec/others/5076-preliminary-schedule-for-the-berec-and-contact-network-meeting-in-2016)

### 3.2. Tasks

The tasks to be performed by the contractors may include the following services:

- Event management;
- Venue selection and reservation;
- Selection and block-booking of accommodation for the event participants;
- Selection and reservation of restaurants;
- Selection and ordering of catering services;
- Organisation of social/cultural programme for the event;
- Providing branding and visual identity of the event, including graphic design;
- Hiring the necessary technical equipment, if not available at the venue, including provision of all necessary logistics and telecommunication services;
- Selection and ordering of printing, copying and scanning services;
- Selection and ordering of photographic and audio-video services, including streaming, recording and editing of the photo and audio-visual materials;
- Selection and organisation of transport/transfer services;
- Selection and hiring of speakers, moderators and/or trainers for the events;
- Selection and organisation of translation and/or interpreting services, including sign interpretation;
- Selection and organisation of note taking services or services for drafting event documents;
- Selection and organisation of communication/public relations services, including organisation of campaigns for raising public awareness, public debriefings, public hearings, public consultations or other public events;
- Collecting, compiling and distribution of documents, including using specific IT tools;
- Collecting and processing the applications for reimbursement of the travel, subsistence and other expenses incurred in the course of journeys made by persons attending BEREC and BEREC Office events;
- Any other support services related to the events organised by the BEREC Office;
- Provision of temporary service staff for the event organisation, including event assistants;
- Conducting surveys/market research about potential events which the Contracting Authority may (co-)organise.

For each event the Contracting Authority shall submit to the contractor an order form, a specific contract and/or a specific request (to be annexed to the order form/specific contract), which shall describe in detail the services to be provided for each individual assignment.

The required services must fall within the global categories listed above and described more in detail below and for each service provided the contractor shall be entitled to a separate fee (see section 'Financial offers').

For complex events, the contractor shall be prepared to provide the Contracting Authority with the full range of services, as listed in the current tender specifications. At the same time, the contractor should be aware that depending on the nature of the event, not all services listed in the current specifications may be relevant for all events.

The information to be provided by the contractor in the specific offers/ order forms/specific contracts should contain all the relevant information to prove compliance with the request of the Contracting Authority.

### **3.3. General requirements for all services to be provided**

The current section contains basis information about the requirements for all services to be provided, which is presented with the objective to provide the contracts with preliminary information about the scope and requirements of its future assignments. However, depending on the event, the Contracting Authority may provide specific requirements, which differ from the ones presented below. The requirements presented in the specific requests/order forms or specific contracts shall prevail.

#### **3.3.1. Event management**

At a request of the Contracting Authority, the contractor shall be fully responsible for organising and managing the specific event. The event management shall also cover the period of preparation and follow-up activities, if any.

Depending on the special features of the events, among others the Contracting Authority may request the contractor to elaborate concepts for the specific event, draft a detailed scenario and/or programme demonstrating the involvement of all parties concerned, etc. this activity may include also the preparation of invitations letters, "thank you" letters, drafting of information packages for the events, etc.

#### **3.3.2. Venue selection and reservation**

At a request of the Contracting Authority, the contractor shall make sure there is a suitable venue for BEREC and BEREC Office events. The Contracting Authority shall send the contractor a detailed description of all requirements for each event. Among others, it shall clearly indicate how many meeting/conference rooms are needed, and whether there is need for additional rooms or space for bi-lateral or larger meetings, a secretariat, registration desks, coffee breaks, lunches, dinners, etc. If additional facilities are needed, the Contracting Authority shall provide the contractor with information about the capacity requirements of each of them.

The contractor shall offer prospective venues to the Contracting Authority taking into account the complexity of the event and all technical requirements listed in the specific request.

Should the requested technical equipment and/or telecommunication services not be available at the venue or should their quality not meet the technical requirements of the Contracting Authority, the contractor shall be required to provide this equipment and services at the venue. In such cases, the contractor shall be entitled to payment of a separate fee.

### **3.3.3. Selection and block/pre-booking of accommodation for event participants**

At a request of the Contracting Authority, the contractor shall provide accommodation for event participants in suitable hotels, preferably near the event venue. The contractor shall be expected to offer at least three different hotels with a variety of prices. The participants usually guarantee and pay the accommodation themselves and therefore the contractor, in general, is not expected to pre-pay the accommodation.

### **3.3.4. Restaurant selection and reservation**

Since BEREK has an advisory role, BEREK events frequently have an informal character and may be organised in the form of informal/working breakfasts, lunches and/or dinners. For example, before the BEREK plenary meetings a working dinner of the Chair and Vice-chairs usually takes place on the evening preceding the meeting.

Other similar events are organised as appropriate, to create a friendly atmosphere where the participants can share their views freely without formal protocol.

For these cases, the contractor shall be requested to assist the Contracting Authority in selecting and booking suitable restaurants for official dinners, working breakfasts/lunches/dinners or other formal or informal events of that nature, including for the purposes of team building.

When such events are taking place at the event venue, this shall be considered as part of the overall event catering and therefore only the catering fee shall apply.

### **3.3.5. Selection and ordering of catering services**

At a request of the Contracting Authority, the contractor shall provide catering for the event at the event venue.

This can include, but is not limited to, coffee breaks, lunches, buffet dinners, a welcome cocktail, and a gala dinner. The contractor shall be responsible for organising the meals during the event and shall make the necessary reservations for the number of people specified in the request of the BEREK Office. This may cover the following:

- organisation of coffee breaks and lunches at the venue in line with the programme of the specific event;
- organisation of receptions, cocktails, and/or gala dinners;
- provision of refreshments and mineral water in the conference/meeting rooms;
- organisation of additional meals (i.e. meals not included in the event programme) for participants, preferably providing a range of alternative restaurants.

The contractor shall take into account the cultural or personal dietary requirements of participants and shall plan individual menus if required. Several alternative menus shall be presented to the Contracting Authority for selection and approval.

### **3.3.6. Organisation of social/cultural programme for the event**

At a request of the Contracting Authority, the contractor shall organise a social and/or cultural programme for the event participants. The Contracting Authority shall provide information about the format of the cultural/social programme required.

Based on this information, the Contractor shall offer the Contracting Authority different alternatives. The Contractor shall be fully responsible for the preparation of the cultural/social programme and for managing any related administrative aspects during the event.

If a BEREC/BEREC Office event is organised back-to-back with another event, for example organisation of a workshop back-to-back with a plenary meeting, and if the contractor is requested to organise a social/cultural programme for participants in each event, then a separate fee shall be payable for each social/cultural event.

### **3.3.7. Provision of branding and visual identity services**

At a request of the Contracting Authority, the contractor shall provide the branding and the visual identity of the event.

To create a consistent and recognisable event image, the contractor shall submit a proposal for the design of event documentation, promotional materials or any other related articles (pamphlets, posters, banners, fliers, badges, name plates, etc.).

Once approved, the design shall be used on various items for the event. The design of standard items (such as folders, notepads, invitations, envelopes, promotional materials, etc.) may be reused for other events, as well.

The branding and visual identity fee for events organised back-to-back shall only be payable for each event if they have a separate branding and visual identity. If the specific request envisages the use of one and the same branding for both events, the fee shall only be due once. The same shall apply for the printing services listed below.

### **3.3.8. Hiring the necessary technical equipment, if not available at the venue**

For each event the Contracting Authority will provide information about the technical equipment, which will be necessary for the event. Frequently the conference equipment needed is available at the event venue. Should this not be the case, the contractor will need to hire it from other sources and will be entitled to a separate fee for this activity.

Such technical equipment may include, but is not limited to:

- microphones (including lapel microphones) and full sound system;
- overhead projectors, video projectors, multimedia projectors or other of the kind;
- screens, PCs, laptops;
- black/white boards, flipcharts, paper, pens;
- slide centre facilities for presentations;
- video conference facilities (live and on tape);
- fax, photocopiers (with sorter and stapler function), printers, scanners;
- Wi-Fi routers;
- interpreting booths and full equipment for simultaneous interpreting;
- laser pointers;

- video/photo cameras to be used by staff of the Contracting Authority, etc.

Technical equipment to be used by the providers of the respective services is not covered by this category of service.

### **3.3.9. Selection and ordering of printing, copying and/or scanning services**

Upon request of the Contracting Authority, the contractor shall provide printing/copying and/or scanning of all materials necessary for or related to the event, such as lists of participants, registration forms, application forms for reimbursement of travelling expenses and the related supporting documents, name plates, badges, maps, signs, etc.

The contractor may be requested to organise printing of any other branded materials such as folders with BEREC/BEREC Office logo, invitations or other cards, envelopes, notepads, calendars, etc.

If the contractor is requested to provide design of these materials such a service will be subject to separate fee.

### **3.3.10. Selection and ordering of photographic and audio-visual services**

Upon request of the Contracting Authority, the contractor shall provide photo and audio-visual services to cover all or part of the event. Depending on the nature of the event, these services may also be needed before or after the event. They may also include recording, editing, adding digital effects, audio mixing, live streaming, preparing of promotional audio-visual materials, etc.

### **3.3.11. Selection and provision of transport/transfer services**

Upon request of the Contracting Authority, the contractor shall provide transport/transfer for event participants. The specific requirements shall be given in the request from the BEREC Office.

### **3.3.12. Selection and hiring of speakers, moderators and/or trainers for the events**

The contractor may be requested to hire moderators, speakers or trainers identified by the Contracting Authority or to be identified by the contractor (and proposed to the Contracting Authority for approval). The specific request for each assignment will specify the general knowledge of the event/ conference subjects and/or the language(s) to be used. The contractor may be required to organise all necessary travel and logistical arrangements for the speakers/moderators/trainers.

### **3.3.13. Selection and provision of translation/interpreting services**

The working language of BEREC and the BEREC Office is English and therefore all documents issued by these two bodies are currently only in English. Nevertheless, during protocol, international or public relation events, including public consultations, the BEREC Office may need translation and/or interpreting services.

In such cases, if requested, the contractor shall organise professional translation and or interpreting services (either simultaneous or consecutive).

The translation and/or interpreting services shall in principle be translation from/to English to/from other official languages of the EU and vice-versa, but they shall not be limited to these language combinations. There is also a possibility, that for the purposes of



international events or preparing worldwide benchmarking, the BEREC Office may request translation and or interpreting services from/to non-EU languages.

In such cases, the contractor shall be expected to make sure that the translations comply with the uniform stylistic rules and conventions which must be used by all the institutions, bodies, offices and agencies of the European Union. Information how to obtain these uniform rules is available at: <http://publications.europa.eu/code/en/en-000100.htm>

#### **3.3.14. Selection and organisation of note taking services or services for drafting event documents**

At a request of the Contracting Authority, the contractor shall select and organise the provisions of professional note taking services or services for drafting event documents. The contractor shall ensure that the service provider(s) hired to provide these services has/have the necessary knowledge in the field of telecommunication regulation in order to cope with the task in a professional way.

#### **3.3.15. Selection and organisation of communication and public relations (PR) services**

At a request of the Contracting Authority, the contractor shall select and organise the provisions of professional communication and PR activities, which may include, but are not limited to:

- Organisation of effective PR services prior to, during and after important BEREC and/or BEREC events;
- Organisation of campaigns for raising the public awareness on specific topic and effective dialogue with the stakeholders and the general public;
- Organisation of public debriefings, public hearings, public consultations and other events of similar nature;
- Provision of support to BEREC and the BEREC Office in online PR activities to reach the general public or target audience/s directly, including streaming of important BEREC events, and use of social media or other channels, which may be considered appropriate.
- Integration and alignment of the public relations with other branding efforts and the overall communication and PR goals.
- Preparation or purchase of press reviews on specific topics.

The organisation of communication and public relations events may include all other services listed in the current tender specifications, for which a separate fee shall be due.

#### **3.3.16. Collection, compilation and distribution of documents to event participants, including using specific IT tools**

The contractor may be requested to provide support on a case by case basis to the BEREC Office in collecting, compiling and distributing meeting documents or packages of documents for the BEREC/BEREC Office public or internal events.

The collection and distribution may be done via post, via e-mail, via the BEREC website or other means. Depending on the event, the contractor may be asked to ensure that the documents are sorted and organised in a logical way, for which the BEREC Office shall

present separate instructions, which shall be included in the individual requirements for each event.

If documents have to be distributed by post, the contractor shall be asked to sort, pack, label and post the documents.

If printing, copying and or scanning of any documents is needed, it shall be covered by the activities mentioned under the section 'Printing, copying and/or scanning services'.

### **3.3.17. Collecting and processing the applications for reimbursement of travel, substance and other expenses incurred in the course of journeys made by persons attending BEREC and BEREC Office events**

The Contracting Authority provided reimbursement of the travel, substance and other expenses incurred in the course of journeys made by persons not employed by Contracting Authority and attending BEREC and BEREC Office events in compliance with rules approved by the BEREC Office Management Committee. The contractor may be requested to collect the supporting document necessary for processing such applications, to prepare the calculation of the amount due and to reimburse the eligible participants. The applicable rules for reimbursement for each event will be communicated to the contractor together with the specific request, if such services would be required.

The reimbursement rules in place currently can be consulted at the BEREC web site at the following link: [http://berec.europa.eu/eng/document\\_register/subject\\_matter/berec\\_office/decisions\\_of\\_the\\_management\\_committee/1304-decision-by-the-mc-of-the-berec-office-concerning-the-reimbursement-of-travel-subsistence-and-other-expenses-incurred-in-the-course-of-journeys-made-by-persons-not-employed-by-the-berec-office-and-repealing-the-previous-management-committee-decision-8470-mc20122-of-24-february-2012](http://berec.europa.eu/eng/document_register/subject_matter/berec_office/decisions_of_the_management_committee/1304-decision-by-the-mc-of-the-berec-office-concerning-the-reimbursement-of-travel-subsistence-and-other-expenses-incurred-in-the-course-of-journeys-made-by-persons-not-employed-by-the-berec-office-and-repealing-the-previous-management-committee-decision-8470-mc20122-of-24-february-2012)

These rules are determined by the BEREC Office Management Committee and may be changed. Therefore, when this service is needed, the Contracting Authority will provide detailed information about the applicable rules for each specific event.

The remuneration for the contractor for the provision of this kind of service should be due per number of persons reimbursed.

### **3.3.18. Other administrative and support services**

At a request by the Contracting Authority, the contractor may be asked to provide the other administrative or support services not following in any of the categories listed above, which will be further detailed in the specific request.

### **3.3.19. Provision of temporary service personnel for the events, including event assistants**

For performing such tasks the contractor may be asked to provide temporary service personnel for the preparation of the event, including event assistants. The number of staff to be provided and the expected duration of their engagement in hours per event will be specified by the Contracting Authority in the individual requests submitted for each event. The assignments of the staff to be provided by the contractors would be limited mainly to performing technical tasks. Their exact scope will be defined in the specific request to be submitted by the BEREC Office.

### **3.3.20. Conducting surveys/market research about potential events which the Contracting Authority may (co-)organise**

In limited cases, for budget planning or other purposes the Contracting Authority may request the contractor to conduct surveys/market research about potential events which the Contracting Authority may (co-)organise without ordering the services. In such case the contractor will be entitled to a flat-rate payment for the surveys/market research done.

### **3.4. Quality assurance and monitoring**

The contractor shall be responsible for ensuring that all service providers have the necessary experience and capacity to meet the requirements of the Contracting Authority.

Furthermore, before and during the event the contractor shall check that the infrastructure, the logistics arrangements and the equipment provided complies with the requirements provided in advance.

In case of non-compliance, the contractor shall be responsible for immediate rectification of the situation.

The provision of high-quality services to the BEREC Office is extremely important for the success of any event; the contractor is therefore expected to set out in its tender its methodology and approach for quality assurance and monitoring.

### **3.5. Confidentiality arrangements and avoiding conflict of interest**

During the preparation, organisation and follow-up activities, the contractor and sub-contractors may have access to internal BEREC/BEREC Office documents, personal data and/or confidential business data, the disclosure of which may undermine the protection of the public interest, and the privacy and the integrity of the individual, in particular pursuant to EU legislation regarding the protection of personal data, the protection of commercial interests of a natural or legal person, etc.

The contractor must therefore ensure that there are adequate confidentiality arrangements in place to prevent unauthorised disclosure of information by the staff of the contractor or of its sub-contractors and to avoid any situation of conflict of interest.

In its tender offer, the contractor is expected to set out the confidentiality arrangements to prevent unauthorised disclosure of information obtained during the event by the staff of the contractor and its sub-contractors.

When preparing its tender the contractor may consult Articles II.4 and II.5 of the model FWC.

## DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

*(Complete or delete the parts in grey italics in parentheses)*

[Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
  - c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
  - d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
  - e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
  - f) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.
- *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-making or control<sup>5</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

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<sup>5</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- declares that [the above-mentioned legal person][he][she]:
- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
  - acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>6</sup> if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name	Date	Signature
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<sup>6</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

## DESCRIPTION OF THE BEREC EVENT

(mock scenario)

**Event Type:** Public workshop with stakeholders (1 day event) on the forthcoming review of the Regulatory Framework for electronic communications

**Expected number of participants:** up to 120 participants (40-50 from NRAs, 5 from the EU institutions, and all other – from interested parties, including citizens with disabilities).

**The maximum budget** available, including reimbursement of the travelling expenses for 1 participants per EU Members State: EUR 100 000 (which should not exceed EUR 16 000).

### Event schedule:

Timing	Activity	Additional information
8.30-9.30	Registration	Welcome coffee/tea to be made available at registration
09.30-11.00	Opening session, welcome and keynote speeches	The welcome speech will be delivered by the BEREC Chair The contractor should hire 3 key note speakers indicated by the respective EWG. The contractor should hire a moderator with deep knowledge on the topic and with excellent skills in moderating high-level events.
11.00-11.30	Coffee break	
11.30-13.00	Session 1	Presentation to be made by BEREC Free discussion to follow Moderator needed, same as for the opening session.
13.00-14.00	Buffet Lunch	
14.00-15.30	3 parallel workshops for discussion/ brainstorming on specific topics	The contractor should hire moderators for each workshop. The moderator of the morning session may be also one of the 3 moderators.
15.30-16.00	Coffee break	
16.00-17.00	Presenting the outcome of the parallel workshops and closing	
Evening	Networking cocktail or dinner	

The contractor will need to arrange the following services:

- selection and booking of event venue;
- providing catering for the event according to the time table above;

- block booking of accommodation for 50 participants at the event venue (if possible) or nearby; accommodation will be guaranteed and paid participations;
- selection of note taking services and drafting of event documents (agenda, info packs, minutes);
- printing/preparation of meeting agenda, notepads, folders and other relevant branded materials for event participants;
- provision of audio-visual services, including streaming and video-recording;
- hiring of 4 event assistants;
- collecting and processing of the reimbursements of the 28 representatives of the EU Members States and of 3 speakers and moderators whose permanent place of residence is not the event place in compliance with the rules set out in Decision MC/2013/05 available here: [http://bereg.europa.eu/eng/document\\_register/subject\\_matter/berec\\_office/decisions\\_of\\_the\\_management\\_committee/1304-decision-by-the-mc-of-the-berec-office-concerning-the-reimbursement-of-travel-subsistence-and-other-expenses-incurred-in-the-course-of-journeys-made-by-persons-not-employed-by-the-berec-office-and-repealing-the-previous-management-committee-decision-8470-mc20122-of-24-february-2012](http://bereg.europa.eu/eng/document_register/subject_matter/berec_office/decisions_of_the_management_committee/1304-decision-by-the-mc-of-the-berec-office-concerning-the-reimbursement-of-travel-subsistence-and-other-expenses-incurred-in-the-course-of-journeys-made-by-persons-not-employed-by-the-berec-office-and-repealing-the-previous-management-committee-decision-8470-mc20122-of-24-february-2012)