

CALL FOR TENDERS

№ 2013-BEREC-OT-01

PROVISION OF PROFESSIONAL EVENT ORGANISATION SERVICES

IN EUROPE AND/OR IN THE REPUBLIC OF LATVIA

FOR BEREC AND BEREC OFFICE EVENTS

TENDER SPECIFICATIONS

Riga, 5 March 2013

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1 CONTEXT

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 has been set up as a body of the European Union (EU). The seat of the BEREC Office is in Riga, Latvia.

BEREC became operational in 2010. The BEREC Office gained its financial autonomy on 12 September 2011.

Composition and structure of BEREC

BEREC is composed of a **Board of Regulators** consisting of the **heads or nominated high-level representatives** of the NRAs from all EU Member 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 38 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. In general, the incoming BEREC Chair acts as the Appointing Authority vis-à-vis the BEREC Office staff.

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.

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 Office is financed by a EU subsidy and financial contributions from Member States of from their NRAs made on a voluntary 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.

Schedule and place for organising the meetings of the Board of Regulators, the BEREC Office Management Committee and the Contact Network

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.

At least one meeting per year either of the Board of Regulators/BEREC Office Management Committee or the Contact Network takes place in the Republic of Latvia and is organised by 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 the their organisation or provide only support to the meeting host (a list of the 2013 meetings is presented in annex A). 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 (document № [BoR \(11\) 23](#)).

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

Expert Working Groups

In addition to that, the work of BEREC is organised into [Expert Working Groups](#), 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. The meetings of the Expert Working Groups are organised almost on a daily basis, mainly in Brussels, currently in the premises of the BEREC representation in Brussels, hosted by the Secretariat of the IRG. The meetings of the Expert Working Groups may take place also in Riga and in limited cases may be held in other locations anywhere in Europe. As the IRG members have not decided yet on the IRG future post 2014, there might be a need for the BEREC Office to find venues for the meetings of the Expert Working Groups in Brussels, as well, but the contractor will be informed about such a need, if it arises, well in advance.

More information about BEREC and the BEREC Office can be found on the BEREC website at: www.berec.europa.eu

2 OBJECTIVES

The objective of this tender is the conclusion of (a) framework service contract(s) (hereinafter "FWC") by the BEREC Office for the provision of professional event organisation services in Europe, excluding the Republic of Latvia, and in the Republic of Latvia for BEREC and BEREC Office events.

The tender is divided in two different lots as follows:

- **Lot 1 - provision of professional event organisation services on the territory of the Republic of Latvia;**
- **Lot 2 - provision of professional event organisation services Europe-wide excluding the territory of the Republic of Latvia.**

2.1. Lot 1 - provision of professional event organisation services on the territory of the Republic of Latvia

The BEREC Office is seeking to conclude a FWC for the provision of professional event organisation services in the Republic of Latvia for events of BEREC and the BEREC Office, including communication and public relations services.

The different services covered by this tender are:

- Event management;
- Venue selection and reservation;
- Selection and block-booking of accommodation for the event participants;
- Selection and reservation of restaurants for dinners or informal working breakfasts, lunches, team building events, etc.;
- Catering services;
- Organisation of social/cultural programme of the event;
- Providing branding and visual identity of the event, including graphic design;
- Hiring the necessary technical equipment;
- Providing all necessary logistics and telecommunication services at the event venue;
- Printing, copying and scanning services;
- Photographic, video and/or audio recording services;
- Transport/transfer services;
- Translation and/or interpreting services;
- Communication and public relations including support in organisation of campaigns for raising public awareness on specific issues, public debriefings, public hearings, public consultations and other public events;
- Organisation of protocol events;

- Organisation of team building events or events for exchange of experience with other EU agencies and or bodies;
- Collecting, compiling and distribution of documents, including using specific IT tools;
- Any other support services related to the events organised by the BEREC Office, including providing service personnel during the events.

2.2. Lot 2 - provision of professional event organisation services Europe-wide excluding the territory of the Republic of Latvia

The BEREC Office is seeking to conclude a FWC for the provision of professional event organisation services Europe-wide, excluding the Republic of Latvia, for events of BEREC and the BEREC Office, including communication and public relation services.

The different services covered by this tender are the following:

- Event management;
- Venue selection and reservation;
- Selection and pre-booking/block-booking of accommodation for the event participants;
- Selection and reservation of restaurants for dinners or informal working breakfasts, lunches, team building events, etc.;
- Catering services;
- Organisation of social/cultural programme of the event;
- Providing branding and visual identity of the event, including graphic design;
- Hiring the necessary technical equipment;
- Providing all necessary logistics and telecommunication services at the event venue;
- Printing, copying and scanning services;
- Photographic, video and/or audio recording services;
- Transport/transfer services;
- Translation and/or interpreting services;
- Communication and public relations including support in organisation of campaigns for raising public awareness on specific issues, public debriefings, public hearings, public consultations and other public events;
- Collecting, compiling and distribution of documents, including using specific IT tools;

- Any other support services related to the events organised by the BEREC Office, including providing service personnel during the events.

The detailed technical specifications for each lot are enclosed as appendixes to the present tender document as follows:

- **Appendix 1** – Technical specifications for Lot 1: provision of professional event organisation services on the territory of the Republic of Latvia.
- **Appendix 2** – Technical specifications for Lot 2: provision of professional event organisation services Europe-wide excluding the territory of the Republic of Latvia.

Tenderers are allowed to submit an offer for one or more Lots. **It should be clearly indicated in the offer for which Lot(s) is applied for. In case the tenderer decides to apply for more Lots, the offer should include a technical and financial offer for each Lot separately.**

3 DURATION

The FWC shall be concluded for an initial duration of **one year**. **Subject to budgetary availability and satisfactory performance of the initial FWC, the latter may be renewed up to three times. The total duration of the FWC, including the renewals, shall not exceed four years.**

4 DETAILED TECHNICAL SPECIFICATIONS

See **Appendixes 1 and 2** enclosed.

Tender Summary timetable	Date	Comments
Launch date	21/02/2013	Date publication sent to OJ
Deadline for request of clarifications from the BEREC Office	10/04/2013	
Last date on which clarifications are issued by the BEREC Office	17/04/2013	
Deadline for submission of offers	19/04/2013	
Opening session	13/05/2013	at 10:00 local time
Date for evaluation of offers	13/05/2013	Estimated
Notification of award to the selected tenderer	Beginning of June 2013	Estimated
Contract signature	Mid-June 2013	Estimated
Commencement date of activities	July 2013	Estimated

1 ELIGIBILITY REQUIREMENTS

The present tender documents are drawn up in compliance with the Decision MC (10) 44 of the Management Committee of the BEREC Office, Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union¹, Part One, Title V (Procurement) (Articles 101 to 120) (hereinafter referred to as “the Financial Regulation”) and Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012² on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, Part One, Title V (Procurement) (Articles 121 to 172) (hereinafter referred to as “the Rules of Application of the Regulation” or “RAP”). Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

Operators in third countries which have signed a bilateral or multilateral agreement with the Union in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in that agreement. The BEREC Office will refuse tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

ADMISSIBILITY OF TENDERS

All the **requirements** related to the **submission and opening of the tenders** are detailed in the invitation to tender including:

- *Address and deadline for submission of the tender*
- *Presentation of the offer and packaging*
- *Opening of the tenders*

2 ADMINISTRATIVE REQUIREMENTS

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a **joint tender** or through **subcontracting**. Tenders may also combine both approaches. Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

¹ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:298:0001:0096:EN:PDF>

² <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:362:FULL:EN:PDF#page=3>

2.1 Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.

Please make sure all required documents and evidences are submitted with your tender (Please refer to the checklist in Annex 7).

Option 1: Submission by **one tenderer: Private / Public entity / Individual.**

Option 2: Submission by **partners** as defined under section 2.2 below. One must be designated as **lead partner/contractor.**

Option 3: Submission by one tenderer **with subcontractors** as defined under section 2.2 below

Option 4: Submission by partners (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

a) a **new legal entity** which will sign the contract with the BEREC Office in case of award

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the BEREC Office in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the BEREC Office for the performance of the contract.**

2.2.2 Subcontracting

Subcontracting is a situation where a contract is to be established between the BEREC Office and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the BEREC Office for the performance of the contract as a whole.** The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.7 of the model FWC annexed to the invitation.

2.3 Identification of the tenderer – List of Forms & Evidences Required

Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form³ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the BEREC Office's files (i.e. they are or have been contractors of the BEREC Office) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 3: Financial Identification form⁴ (ORIGINAL filled in according to the instructions contained in this form)
If the corresponding bank account of economic operators is already registered in the BEREC Office's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the exclusion criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy 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.

Options 2 and 4: documents to be provided by each partner, except the lead partner

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁵ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the BEREC Office 's files (i.e. they are or have been contractors of the BEREC Office) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a

³ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

⁴ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

⁵ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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.

Options 3 and 4: Documents to be provided by each subcontractor

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 4: Declaration of honour with respect to the exclusion criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 6a: Letter of intent from each subcontractor (ORIGINAL signed by (an) authorised representative(s)) to confirm their willingness and availability to perform the tasks.

Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the letter of intent in Annex 6b (ORIGINAL).

3 SIGNATURE OF THE TENDER

The signature of the single tenderer's or lead partner's authorised representative or representatives (preferably in blue ink) on the administrative identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

4 LAYOUT OF THE TENDER

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections, each of them clearly identified**, as follows:

4.1 Administrative section

The documentary evidence required in accordance with part 2, section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.** The BEREC Office reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

Tenderers must submit a **separate technical proposal for each Lot** for which they are tendering, which must be based on the technical specifications provided respectively in **Appendixes 1 and 2**.

The BEREC Office will reject tenders where no technical offers are proposed.

4.3 Financial section

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. 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.

VAT exemption is granted to the BEREC Office by the governments of the EU Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of reimbursement, **the amount of VAT is to be shown separately**. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the BEREC Office is exempt from VAT.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

The price quoted must **be firm and not subject to revision**.

The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.

Tenders involving more than one legal entity, either as partner or subcontractor (including external experts) must specify the categories above for each legal entity.

The tenders where no financial offers are proposed will be rejected.

The part that the tenderer intends to subcontract shall be precisely indicated and detailed.

The **financial section** must be submitted in a separate envelope, upon which shall be written the reference of the call for tender as indicated in the invitation, and which should have a clear statement "Financial".

Tenderers must submit a **separate price quote for each lot** for which they are tendering.

They must fill in the price tables provided in the technical specifications for each lot (additional cells may be added to the tables if necessary) in **Appendixes 1 and 2**.

The **maximum cumulative value of all purchase orders and specific contracts** to be concluded for all lots during the total maximum duration of the FWC (including the possible renewal(s), which could not exceed four years) is **EUR 420 000** [four hundred and twenty thousand].

5 EVALUATION OF TENDERS

The evaluation of tenders will be done in accordance with the following subsequent steps:

- The BEREC Office verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- For all tenderers that are not in one of the situations covered by the exclusion criteria, the BEREC Office verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- For those tenderers that have met the minimum requirements for the selection criteria, the BEREC Office assesses the **tender** on the basis of the award criteria (third step, see section 5.3 below).

5.1 Exclusion Criteria

5.1.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 106 (1) of the Financial Regulation, the BEREC Office will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 109(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:

- (a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
- (b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 106 of the Financial Regulation.

5.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 107 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;

- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 106(1) of the Financial Regulation, for this procurement procedure.

5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4), duly signed and dated, stating that they are not in one of the situations referred to in Article 106(1) or 107 of the Financial Regulation. The tenderers must undertake to inform the BEREC Office, without delay, of any changes with regard to these situations after the date of submission of the tender.

5.1.4. In addition, for contracts of a value higher than EUR 125000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 106(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 106(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 106(1) of the Financial Regulation, 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.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

5.1.5. Administrative and financial penalties

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Union rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

Tenderers and, if they are legal entities, persons who have power of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or
- the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with power of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

2. In accordance with Article 109 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) candidates or tenderers in the cases referred to in point (b) of Article 107 of the Financial Regulation;
 - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Union budget for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 141 of RAP, the cases referred to in point e) of 5.1.1. above shall be the following:
 - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
 - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).
5. Pursuant to Article 142 of RAP, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Union's financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 108 (2) of the Financial Regulation, the BEREC Office shall apply this duration up to the maximum duration laid down in Article 106 (3) of the Financial Regulation.

6. The period referred to in Article 106 (3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
 - (a) from the date of the judgment having the force of res judicata in the cases referred to in points (b) and (e) of Article 106 (1) of the Financial Regulation;
 - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 106(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 106 (1) of the Financial Regulation.
8. Pursuant to Article 145 of RAP, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 142 (1) RAP.

5.2 Selection criteria

The following selection criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under section 2.2 above)

- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the financial and economic capacity will be carried out for each of them;
- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors)

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

5.2.1 Financial and economic capacity

Criterion:	Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract
Documentary evidence:	Photocopies of annual income statements and balance sheets or extracts signed by the authorised representative of the legal entity for the last three financial years, where applicable, as approved by the general assembly of the company, audited and/or published

If, for some exceptional reason which the BEREK Office 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 BEREK Office considers appropriate. In any case, **the BEREK Office must at least be notified of the exceptional reason and its justification in the tender.** The BEREK Office reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

The BEREK Office shall have sole discretion to judge the adequacy of tenderers' financial standing and, where it considers this insufficient, the right to reject any offer or to accept an offer subject to the provision of a pre-financing guarantee. Submission of a tender implies acceptance that the BEREK Office's decision to request a pre-financing guarantee will be final and that it will not enter into negotiations with tenderers on this subject.

5.2.2 Technical background

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, for providing the type of services and supplies as requested in these Tender Specifications
Documentary evidence:	List of contracts covering similar type of services and supplies as requested in these Tender Specifications, performed in the past three years, or currently being performed, with their respective values and indication about their geographical coverage.

Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least EUR 40 000 [forty thousand] each, performed by the tenderer(s) (including subcontractor(s), if any) in the last three years. ⁶ Short description of the measures employed to ensure the quality of the services for each of the listed contracts. Statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years

Criterion:	Experience, specialised knowledge and credibility of proposed team
Documentary evidence:	Summary containing concise but informative note about each team member, to be responsible for the execution of the contract, demonstrating their qualifications, professional experience and English language skills, with the respective CVs in annex, developed by using the Europass CV template available at: http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp)

5.3 Award criteria

5.3.1 Technical award criteria

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

A. Lot 1 - provision of professional event organisation services on the territory of the Republic of Latvia

TECHNICAL AWARD CRITERIA	Maximum score /weighting	Threshold
Technical quality of the tender		
Methodology for providing high quality services for organisation of BEREC Office's events: <ul style="list-style-type: none"> - Methodology to ensure smooth and successful events management and the provision of all other services to be covered by the contract - Ability to meet specific requirements and methodology for pre-selection of sub-contractors - Quality assurance and monitoring <i>(All the sub-criteria above are of equal relative importance)</i>	40	20

⁶ If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.

TECHNICAL AWARD CRITERIA	Maximum score /weighting	Threshold
Methodology for providing high quality services for communication and public relations services	20	10
Confidentiality arrangements	10	5
Management of the contract		
<p>Feasibility to meet the objectives specified in the tender specifications (outlined by a work plan and/or timetable indicating the response time to different types of requests by the BEREC Office)</p> <p>Sound and realistic allocation of:</p> <ul style="list-style-type: none"> - financial and - human resources, including allocation of expertise <p><i>(All the sub-criteria above are of equal relative importance)</i></p>	30	15

B. Lot 2 - provision of professional event organisation services Europe-wide excluding the territory of the Republic of Latvia

TECHNICAL AWARD CRITERIA	Maximum score /weighting	Threshold
Technical quality of the tender		
<p>Methodology for providing high quality services for organisation of BEREC Office's events:</p> <ul style="list-style-type: none"> - Methodology to ensure smooth and successful events management and the provision of all other services to be covered by the contract - Ability to meet specific requirements and methodology for pre-selection of sub-contractors - Quality assurance and monitoring <p><i>(All the sub-criteria above are of equal relative importance)</i></p>	40	20
Methodology for providing high quality communications and public relations services	20	10
Confidentiality arrangements	10	5

TECHNICAL AWARD CRITERIA	Maximum score /weighting	Threshold
Management of the contract		
Feasibility to meet the objectives specified in the tender specifications (outlined by a work plan and/or timetable indicating the response time to different types of requests by the BEREC Office) Sound and realistic allocation of: <ul style="list-style-type: none"> - financial and - human resources, including allocation of expertise <i>(All the sub-criteria above are of equal relative importance)</i>	30	15

Minimum score per criterion (threshold):

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

Minimum total score (threshold):

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.

5.3.2 Price

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

6 AWARD OF THE CONTRACT

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 in section 5.3. No award criteria and sub-criteria other than these detailed above will be used to evaluate the offers.

The qualitative score obtained for the technical 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	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	price weighting (in absolute value)	+	$\frac{\text{total quality score (out of 100) for all award criteria of tender X}}{100}$	*	quality criteria weighting (in absolute value)
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7 PAYMENT AND IMPLEMENTATION OF THE FWC

Payments under the FWC shall be made in accordance with articles I.4 and II.15 of the model contract attached.

The FWC shall be implemented through purchase orders and through specific contracts.

Specific contracts will be signed for events with more than 36 participants or, in exceptional cases, for events with fewer than 36 participants, when these involve management of the event.

In all other cases the FWC will be implemented through purchase orders.

The model order forms and model specific contracts are presented as annexes to the model FWC.

8 VALIDITY OF THE TENDER

Period of validity of the tender shall be **11 (eleven)** months from the final date for submission of the tender given above.

9 ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the BEREC Office and will be regarded as confidential.

10 LIQUIDATED DAMAGES: SEE ARTICLE II.12 OF THE MODEL CONTRACT

11 NO OBLIGATION TO AWARD THE CONTRACT

The initiation of the tendering procedure imposes no obligation on the BEREC Office to award the contract. Should the invitation to tender cover several items or lots, the BEREC Office reserves the right to award a contract for only some of them. The BEREC Office shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

Enclosures:

- **Appendix 1 – Lot 1** -provision of professional event organisation services on the territory of the Republic of Latvia ;
- **Appendix 2 – Lot 2** - provision of professional event organisation services Europe-wide excluding the territory of the Republic of Latvia.

ANNEX A: A PRELIMINARY SCHEDULE OF MEETINGS OF THE BOARD OF REGULATORS, THE BEREC OFFICE MANAGEMENT COMMITTEE (JOINTLY REFERRED TO AS “PLENARIES”) AND THE CONTACT NETWORK FOR 2013, INCLUDING THE PUBLIC DEBRIEFINGS FROM THE PLENARY MEETINGS AND OTHER PUBLIC EVENTS KNOWN AS PER 20 FEB. 2013

Event	Date	Location	Meeting Host
CN1	7 & 8 February 2013	Montreux (Switzerland)	ComCom
Plenary 1	7 & 8 March 2013	Ljubljana (Slovenia)	APEK
Public debriefing	14 March 2013	Brussels (Belgium)	BEREC Office
CN2	16 & 17 May 2013	Paris (France)	ARCEP
Plenary 2	6 & 7 June 2013	Athens (Greece)	EETT
Public debriefing	13 June 2013	Brussels (Belgium)	BEREC Office
CN3	5 & 6 September 2013	The Hague (The Netherlands)	OPTA
Plenary 3	26 & 27 September 2013	Riga (Latvia)	SPRK (with BEREC Office)
Public debriefing	3 October 2013	Brussels (Belgium)	BEREC Office
Public hearing on the draft BEREC 2014 WP	Mid-October 2013 (TBC)	Brussels (Belgium)	BEREC Office
CN4	14 & 15 November 2013	Berlin (Germany)	BNetzA
Plenary 4	5 & 6 December 2013	Budapest (Hungary)	NMHH
Public debriefing	12 December 2013	Brussels (Belgium)	BEREC Office

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)⁷</u>	
<u>CONTACT PERSON FOR THE CURRENT TENDER</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

⁷ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

As required in PART 2 under section 2.3 of the tender specifications.

A standard template in each EU language is available at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

ANNEX 3: BANK IDENTIFICATION FORM

As required in PART 2 under section 2.3 of the tender specifications

A standard template in each EU language is available at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

**ANNEX 4: 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: *(Complete)*

official legal form: *(Complete)*

full official address: *(Complete)*

VAT registration number: *(Complete)*

- 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 a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts 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 control⁸ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
- declares that [the above-mentioned legal person][he][she]:

⁸ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- 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 penalties⁹ 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

⁹ 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

ANNEX 5: POWER OF ATTORNEY¹⁰

**MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER
AND LEAD CONTRACTOR**

The undersigned:

– Signatory (*Name, Function, Company, Registered address, VAT Number*)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the BEREC Office awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the BEREC Office for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the BEREC Office related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the BEREC Office in the delivery of the services and/or supplies subject to the Contract. It shall coordinate the delivery of the services and/or supplies by the group of partners to the BEREC Office, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the BEREC Office's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the BEREC Office for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the BEREC Office's consent.

Signed in on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

¹⁰ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS

[Title of the call for tenders]

The undersigned:

Name of the company/organisation:

Address:

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Declares hereby taking note of Art. II.7 regarding subcontracting and Art. II.18 in relation with checks and audits .

Place and date:

Name (in capital letters) and signature:

ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS

[Title of the call for tenders]

The undersigned:

Address:

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 106(1) of Regulation (EU, Euratom) no 966/2012 of the European Parliament and of the Council of 25/10/2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002¹¹.

Declares hereby taking note of Art. II.7 regarding subcontracting and Art. II.18 in relation with checks and audits.

Place and date:

Name (in capital letters) and signature:

¹¹ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:298:0001:0096:EN:PDF>

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint bid, single tenderer or subcontractor/external expert). Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Lead partner in a joint bid	All the other partners in a joint bid	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor External expert
<i>Administrative section of the tender</i>					
Annex 1: Original Administrative identification form (see section 2.3, part 2)	■	■	■	■	
Annex 2: Original Legal Entity Form (see section 2.3, part 2)	■	■	■		
Annex 3: Original Financial Identification form (see section 2.3, part 2)	■		■		
Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2)	■	■	■	■	
Annex 5: Original Power of attorney (see section 2.3, part 2)		■			
Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)				■	
Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)					■
Legible photocopy of the statutes of the entity (see section 2.3, part 2)	■	■	■		
Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)	■	■	■		

Description	Lead partner in a joint bid	All the other partners in a joint bid	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor External expert
Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2)	■	■	■		
Evidence of financial and economic capacity (see section 5.2.2, part 2)	■	■	■		
Evidence of Technical background (see section 5.2.3, part 2)	■	■	■	■	■
Technical Section of the tender (see section 4.2, part 2)	■		■		
Financial Section of the tender (see section 4.3, part 2)	■		■		