



Commission for
Communications Regulation

The Provision of Bi-Annual Drive Testing Services on Mobile Networks in Ireland

Invitation To Tender

Reference: ComReg 14/86A

Date:
20/08/2014

Additional Information

All responses to this ITT should be clearly marked:	“Competition for the Provision of Bi-Annual Drive Testing Services on Mobile Networks in Ireland”
<p>Applications must be submitted by hand or by pre-paid registered post.</p> <p>Applications must be submitted in two hard-copies (together with one electronic copy provided in unlocked PDF format on CD or USB key) to:</p> <p style="padding-left: 40px;">Dave Thom Commission For Communications Regulation Abbey Court (Block D,E,F) Irish Life Centre Lower Abbey Street Dublin 1 Ireland</p> <p>Applications must be received by 30 September 2014 14:00 (Irish Time).</p> <p>Applications which are delivered late will not be considered, subject to the terms of the ITT.</p> <p>No Application may be withdrawn after its acceptance.</p>	

A word version of the ITT is offered by the Commission in good faith for Applicants' convenience. Applicants are advised, however, that in the event of any discrepancy between the PDF version and the word version of the ITT, the PDF version of the ITT shall at all times be the definitive and governing version.

Table of Contents

Page

1	Definitions.....	7
2	General Overview.....	9
2.1	Process Overview	9
2.2	The Invitation to Tender	9
2.3	The Competition Documents.....	10
2.4	Process Timelines.....	10
2.5	Requirements.....	10
2.6	Acceptance of Competition Documents	11
2.7	Important Notice.....	11
3	The Service Requirement and Indicative Contract.....	12
3.1	The Commission	12
3.2	The Service Requirement	12
3.3	Additional Services.....	18
3.4	Indicative Timetable	19
3.5	Conditions for Performance of Contract.....	19
3.6	Indicative Contract	21
3.7	Key Personnel.....	21
3.8	Payment for Services	21
4	Applicant Composition	23
4.1	Consortia / Groupings	23
4.2	Lead Firm.....	23
4.3	Subcontractors.....	23
4.4	Conflicts, Collusion and Participation in other Applications.....	24
	Conflicts between Applicants	24
	Conflict of interest / bias in the provision of the Services	24
4.5	Change in Applicant or Key Personnel.....	27
4.6	Change in Legal Form of Applicant.....	28
4.7	Registerable Interest.....	29
4.8	Article 45 Declaration	29

5	Information And Queries	30
6	Delivery, Content And Format Of Applications.....	32
6.1	General	32
6.2	Delivery of Application.....	32
6.3	Format of Application	33
6.4	Comments on Indicative Contract	34
6.5	Full Information	35
6.6	Change in Events or Applicant Status.....	35
6.7	Sensitive Information.....	36
6.8	Compliant and Unqualified Application.....	37
6.9	Abnormally Low Applications	37
6.10	Pricing Strategies	37
7	Evaluation Committee And Its Powers.....	38
7.1	Evaluation Committee	38
7.2	Powers of Evaluation Committee	38
7.3	Interviews	39
7.4	Right of Waiver, Clarification and Rejection	39
7.5	Right to Require Verification.....	39
8	Overview Of Evaluation Process.....	40
8.1	Opening of Applications	40
8.2	Overview of Evaluation of Applications	40
8.3	Stage 1 – Compliance Check.....	41
8.4	Stage 2 - Compliance with Minimum Requirements.....	41
8.5	Stage 3 – Evaluation on the basis of the Selection Criteria.....	43
8.6	Stage 4 – Evaluation on the basis of the Award Criteria	44
8.7	Stage 5 – Elimination/Appointment of Preferred Applicant.....	46
8.8	Stage 6 - Final Approval / Execution	48
8.9	Unsuccessful Applicants	48
9	Additional Conditions	49
9.1	Open Applications	49
9.2	Canvassing	49

9.3	Collusion / Improper Influence.....	49
9.4	Confidentiality.....	49
9.5	Publicity.....	50
9.6	Errors	50
9.7	No Warranty and Termination	50
9.8	Own Costs.....	51
9.9	Exclusion of Liability.....	51
9.10	No Contract.....	51
9.11	Own Advice	52
9.12	Legal Obligations	52
9.13	Waiver.....	52
9.14	Timelines.....	52
9.15	Amendments.....	53
9.16	Conclusion of Process	53
9.17	Governing Law.....	53

Appendices

Section	Page
Appendix 1: Application Format	54
Appendix 2: Marking Scheme	55
Appendix 3: Acceptance Certificate	57
Appendix 4: Article 45 Certificate	59
Appendix 5: Pre-Qualification Questionnaire	62
Appendix 6: Declaration of Compliance	68
Appendix 7: Tender	69
Appendix 8: Economic and Financial Standing	74
Appendix 9: Draft Contract	80

1 Definitions

In the Competition Documents, unless the context otherwise suggests, the following terms and expressions have the following meanings:

- “Applicant” means a Person who is either a recipient of the ITT or submits an Application in response to the ITT and includes any, some or all the members (individually and/or collectively) of any consortium or group which submits an Application (but does not include any proposed sub-contractors of the Applicant).
- “Application” means the PQQ, Tender and certifications / declarations submitted by an Applicant in response to the ITT and any clarifications provided in respect of it.
- “Award Criteria” means the award criteria set out in Section 8.6.
- “Commission” or “ComReg” means the Commission for Communications Regulation and includes, if the context so admits or requires, its advisors, employees, officers, contractors, representatives, agents and/or the evaluation committee.
- “Competition” means this tender process to procure the provision of Bi-Annual Drive Testing Services, on Mobile Networks in Ireland.
- “Competition Documents” means any or all of the contract notice, ITT (including all appendices) and/or any clarification documents issued by the Commission.
- “Contract” means the contract to be entered into between the Commission and the Service Provider for the Services which is set out in draft form in Appendix 9.
- “Drive Test/ Drive Testing Programme” means the nationwide, Quality of Service (“QoS”) testing programme, performed on mobile telephony networks while driving the route and at the locations specified within section 3.2 of this tender.
- “Fixed Fee” means the fee tendered by the Applicant and calculated in accordance with Section 7 of Appendix 7 of the ITT.
- “ITT” means this Invitation to Tender, together with the Appendices to this Invitation to Tender, and any clarifications issued by the Commission in respect of this Invitation to Tender.
- “Lead Firm” means the member of the Applicant nominated by the Applicant as the Lead Firm in its PQQ and which will act as the Commission’s principal contact in respect of this process and subject to the terms of this ITT. The Lead Firm will be required to execute the Contract as the prime contractor if the Applicant is successful.

- “Licensee” means any holder of a licence of the type specified in Paragraph 3.2.5 below.
- “Maximum Fixed Fee” means €330,000, (three hundred and thirty thousand euro).
- “Minimum Requirements” means the pass / fail minimum requirements set out in Section 8.4.
- “MNO” means Mobile Network Operator.
- “Person” means, if the context so admits or requires, an individual, sole trader, company, joint venture, partnership, consortium or any other form of grouping.
- “PQQ” means the Pre-Qualification Questionnaire at Appendix 5 and which Applicants are required to complete and include in their Applications submitted to the Commission and any clarifications provided in respect of it.
- “Preferred Applicant” means the Applicant provisionally selected as the Service Provider in accordance with Section 8 of this ITT.
- “Selection Criteria” means the selection criteria set out in Section 8.5.
- “Services” means the services more particularly described in Section 3 of this ITT and any services which can reasonably be inferred from them.
- “Service Provider” means the Applicant who is awarded and enters into the Contract with the Commission.
- “Service Requirement” means the requirements more particularly described at Section 3.2 of this ITT and any requirements that can be reasonably inferred from them.
- “Tender” means the Applicant’s commercial offering as more particularly described in Appendix 7 and which Applicants are required to complete and include in their Applications submitted to the Commission and any clarifications provided in respect of it.
- “Undertaking” has the meaning assigned to it in the European Communities (Electronic Communications Networks and Services) (Framework) Regulations 2011, S.I. No. 333 of 2011.

2 General Overview

2.1 Process Overview

- 2.1.1 The purpose of this process is to award a contract for the provision of the Services by the Service Provider. The Services are described in Section 3.2.
- 2.1.2 This competition was advertised on www.etenders.gov.ie and the OJEU by publication of a contract notice.
- 2.1.3 The estimated value of this contract, including the option to extend its term, is above the threshold for application of Directive 2004/18/EC and the corresponding Irish Regulations, namely the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329 of 2006). As a result, it is subject to this legislation.
- 2.1.4 This process will follow the open procedure as set out in the European Communities (Award of Public Authorities' Contracts) Regulations 2006.

2.2 The Invitation to Tender

- 2.2.1 Applicants are invited, pursuant to this ITT, to participate in this process and to submit an Application to provide the Services. The Application should be in the format described in this ITT.
- 2.2.2 The Application should contain two distinct documents:
- the PQQ; and
 - the Tender.
- 2.2.3 These documents should be submitted together with the declarations identified in Appendix 6. The required contents of each of the documents are described further below. All documents should be submitted at the same time in a single Application.
- 2.2.4 The Commission requires Applicants to submit two hard copies, together with one electronic copy provided on CD or USB key, of their Application by hand or by pre-paid registered post to be received by the deadline set out in Section 2.4.
- 2.2.5 Applicants must submit an Application in respect of all of the Services. Variants are not permitted.
- 2.2.6 Applicants may submit one Application only.

2.3 The Competition Documents

2.3.1 This ITT document and its accompanying appendices, together with the contract notice, comprise the Competition Documents. These may be supplemented by clarification documents issued by the Commission during the course of the competition which will automatically form part of the Competition Documents.

2.4 Process Timelines

2.4.1 The key timelines in relation to this process are as follows:

Deadline for receipt of queries (see section 5 of the ITT)	04 September 2014 14:00 (Irish time)]
Deadline for comments on draft Contract (See Section 6.4 and Appendix 9 of the ITT)	19 September 2014 14:00 (Irish time)
Deadline for submission of Applications	30 September 2014 14:00 (Irish time)
Presentation by selected Applicants to evaluation committee (if required)	7 October 2014
Notification of outcome of evaluation of Applications	October 2014
Award of Contract	October 2014

2.4.2 The Commission has the right, at its absolute discretion and subject to applicable law, to extend or waive any of the timelines specified in the table above or any other timelines specified in the Competition Documents. The Commission may, at its absolute discretion, give (or not give) notice to Applicants of any such extensions or waivers as it considers appropriate, subject to applicable law.

2.5 Requirements

2.5.1 Applications must meet and address all the requirements and must be in the format required by the Competition Documents.

2.5.2 An Application which fails to meet and/or address any or all of the requirements of the Competition Documents and/or which is not in the

specified format to the satisfaction of the Commission may be treated as failing to comply with mandatory conditions of the Competition Documents and may, at the absolute discretion of the Commission and subject to applicable law, be accepted or rejected and eliminated from this process.

2.6 Acceptance of Competition Documents

2.6.1 By receiving a copy of the Competition Documents and/or submitting an Application in response to the Competition Documents, each Applicant unconditionally and irrevocably accepts and agrees to the terms and conditions of the Competition Documents and will be legally bound by them.

2.7 Important Notice

2.7.1 Applicants' attention is in particular drawn to Section 9 of this ITT which contains conditions, disclaimers, requirements and caveats that apply to, and govern, the Competition Documents and this process and which Applicants are legally bound by in accordance with Section 2.6.

3 The Service Requirement and Indicative Contract

3.1 The Commission

3.1.1 The Commission is the statutory body responsible for the regulation of the electronic communications sector (telecommunications, radio communications and broadcasting transmission) and the postal sector.

3.1.2 More information in relation to the Commission can be accessed at www.comreg.ie.

3.2 The Service Requirement

3.2.1 In general terms, the main elements of the Services required are to conduct a bi-annual (six monthly) Drive Testing Programme, for the years 2014-2017¹(inclusive).

3.2.2 This will encompass measurements, on behalf of the Commission, on mobile telephony networks operating on all of the relevant licensed frequency bands² within the State using all of the following technologies³:

- Global System for Mobile Communication (GSM)⁴;
- 3G including the Wideband Code Division Multiple Access (WCDMA) and High Speed Packet Access) (HSPA) releases⁵; and
- Long Term Evolution (LTE)⁶ networks.

Licensees and Licence Types

¹ It is expected that the contract will run for the full 36 Months, for example from July 2014 to July 2017.

² The 800MHz, 900MHz, 1800MHz and 2100MHz bands, see Table 1 below.

³ The Commission will notify the service provider of any change or prospective change in technology to be assessed as soon as is as reasonably possible.

⁴ As detailed in the Third Generation Partnership Project (3GPP) 45 Series standards, <http://www.3gpp.org/ftp/Specs/html-info/45-series.htm>

⁵ As detailed in the 3GPP 25 Series standards, <http://www.3gpp.org/ftp/Specs/html-info/25-series.htm>

⁶ As Detailed in the 3GPP 36 Series standards, <http://www.3gpp.org/ftp/Specs/html-info/36-series.htm>

3.2.3 Following the conclusion of the Multi-Band Spectrum Award (“MBSA”), the 800, 900 and 1800MHz bands have been organised around a standard spectrum unit of duplex 5MHz blocks⁷.

3.2.4 The Licensees which won spectrum assignments in each band in the MBSA were Vodafone Ireland Limited, Telefónica Ireland, Meteor Mobile Communications Limited⁸) and Hutchinson 3G Ireland Limited (“H3GI”). However, the European Commission has recently approved the acquisition of Telefónica Ireland by H3GI. This merger is expected to be completed in the near future and the new merged entity, and in turn the new single licensee, will be H3GI.

3.2.5 The Licence types are GSM⁸, Third Generation⁹, Preparatory and Liberalised Use¹⁰.

3.2.6 It should be noted that the GSM Licences are confined to the 900 and 1800MHz bands, the Third Generation Licences to the 2100MHz band, while the Liberalised Use Licences issued following the MBSA are technology neutral¹¹ and cover the 800, 900 and 1800MHz bands. Note that Preparatory Licences allow for the network roll-out, but not the operation of the network, prior to a Liberalised Use Licence being brought into use.

3.2.7 As the Liberalised Use Licences are ‘technology neutral’ an indication of the technology platforms that may be used is set out in the table below:

Table 1: Mobile Networks; Frequencies, Licence Types and Expected Technologies

Band	Frequencies (MHz)	License Types	Technology Platforms
800	832-862 z paired with 791-821	Liberalised Use	LTE
900	925-960 paired with 880-915	GSM, Interim GSM and Liberalised Use	GSM, UMTS (Rel. 99), HSPA, LTE

⁷ See ComReg document 12/123, <http://www.comreg.ie/fileupload/publications/ComReg12123.pdf>

⁸ Issued pursuant to the Wireless Telegraphy (GSM and TACS Mobile Telephony Licence) Regulations, 1997 and 1999 (S.I. No. 468 of 1997 and S.I. No. 442 of 1999) and the Wireless Telegraphy (GSM Mobile Telephony Licence) (Amendment) Regulations 2003 (S.I. No. 339 of 2003).

⁹ Issued pursuant to the Wireless Telegraphy (Third Generation and GSM Mobile Telephony Licence) Regulations, 2002 (S.I. No. 245 of 2002) and the Wireless Telegraphy (Third Generation and GSM Mobile Telephony Licence) (Amendment) Regulations 2003 (S.I. No. 340 of 2003).

¹⁰ Issued pursuant to the Wireless Telegraphy (Liberalised and Preparatory Use in the 800MHz, 900MHz and 1800MHz bands) Regulations, 2012 (S.I. No. 251 of 2012).

¹¹ This means that all of the technologies listed in Table 1 may be used in these bands at the Licensee’s discretion.

1800	1805-1880 paired with 1710-1785	GSM and Liberalised Use	GSM, LTE
2100	2110-2170 paired with 1900-1980	Third Generation	UMTS (Rel. 99), HSPA

Drive Test Route and Locations

3.2.8 The route to be used for the Drive Testing Programme is the full length of all of the Irish primary and secondary national roads¹², including the towns thereon and all motorway sections.

3.2.9 For the cities of Dublin, Cork, Galway, Limerick and Waterford, the route to be taken must include all National Primary and Secondary Roads emanating from the city centre, any orbital roads¹³ and such interlinking roads as are necessary and agreed in advance with the Commission.

3.2.10 The route is subject to the Commission's prior approval. The approved route will be confirmed in detail, including any required modifications, by the Commission prior to the performance of each Drive Test by the Service Provider.

Drive Test Hours

3.2.11 In general, the Drive Test must take place during the hours 09.00 to 21.00Hrs. However, for the areas of Dublin, Cork, Galway, Limerick and Waterford, the test routes must be driven during the Time Consistent Busy Hour (which will be notified by the Commission to the Service Provider in advance, but typically lies between 17.00 to 19.00Hrs).

Measurement Methodology

3.2.12 Applicants must as a minimum measure the Quality of Service (QoS) conditions detailed in each relevant Licence identified above and the other performance standards summarised in relation to technology type below. Specifically it should be noted that for all technologies, coverage **must** be assessed as a field strength measured in dBµV/m.

3.2.13 For GSM (900 MHz and 1800 MHz bands), QoS and performance standards comprising:

¹² As classified by the Roads Act 1993 (Classification of National Roads) Order 2012 (S.I. No. 53 of 2012), see <http://www.irishstatutebook.ie/2012/en/si/0053.html>

¹³ As an example; this has included the North and South Circular Roads in Dublin and M50.

- service/network unavailability;
- coverage;
- voice call - dropped call rate;
- voice call - blocked rate;
- Voice Call - Transmission Quality; and
- the amount of occupancy in spectrum assignment.

3.2.14 For 3G/WCDMA (900 MHz and 2100 MHz bands), QoS and performance standards comprising:

- coverage;
- data rate (uplink and downlink throughput);
- E_c/I_o ;
- RSCP Channel power;
- breakdown of carrier speeds;
- network unavailability;
- RRC Drop;
- voice call - blocked rate;
- voice call - transmission quality; and
- the amount of occupancy in spectrum assignment.

3.2.15 For 3G/HSPA (900 MHz and 2100 MHz bands)¹⁴, i.e. Mobile Broadband QoS and performance standards comprising:

- data rate (uplink and downlink throughput);
- E_c/I_o ;
- RSCP Channel power;

¹⁴ For 3G HSDPA data services, a **static measurement** (from a fixed location) **must** be performed at a minimum in an urban and a sub urban area of each town on the drive test route having a population greater than 9000. For guidance, the amount of proposed data collection points should be proportionate to the population of the town concerned and must be agreed in advance with the Commission.

- network unavailability; and
- the amount of occupancy in spectrum assignment.

3.2.16 For LTE (800 MHz and 1800 MHz bands)¹⁵, QoS and performance standards comprising:

- coverage;
- BLER;
- RRC Drop;
- data rate (uplink and downlink throughput);
- network unavailability;
- voice call - blocked rate;
- voice call - transmission quality; and
- the amount of occupancy in spectrum assignment.

3.2.17 As part of each Bi-Annual report Applicants must also clearly and comprehensively describe the following aspects proposed to be used in the provision of the Services:

- the equipment type, number of units and capabilities;
- the calibration period;
- all of the relevant settings proposed for such equipment, including but not limited to:
- the duration of the proposed calls;
- the location and type of termination used;
- file sizes, types and transfer protocols;

¹⁵ Similarly for LTE data services, a **static measurement** (from a fixed location) **must** be performed at a minimum in an urban and a sub urban area of each town on the drive test route having a population greater than 9000. For guidance, the amount of proposed data collection points should be proportionate to the population of the town concerned and must be agreed in advance with the Commission.

- the location of the proposed servers including the bandwidth of its connectivity to the internet, the latency of the connection, any 'equalisation' or 'compensation' used and the reasoning underlying same; and
- the measurement units used all of the uncertainties involved in each measurement; and any methodology used in lessening or preventing these.

Equipment

3.2.18 The Service Provider will be responsible for procuring all of the necessary equipment required for the provision of the Services.

3.2.19 The Service Provider will, upon request by the Commission, provide written evidence to the Commission demonstrating that all equipment used for the provision of the Services has been calibrated within the preceding 12 month period and how the calibration will be checked and fully maintained for the entire duration of the Drive Testing programme.

Reliability

3.2.20 The Service Provider is responsible for the reliability of equipment and ensuring that the equipment operates properly. The Service Provider is required to take appropriate means and measures to avoid equipment failure, and to ensure consistency with measurements taken to date, and any redundant capability.

3.2.21 The Commission will, at its sole discretion, decide whether any re-test of the route is required (in whole or in part) as a result of any possible equipment failure (including when it cannot be confirmed that the equipment did not perform properly) and the timing of same.

3.2.22 Any re-test reasonably required by the Commission will be fully at the Service Provider's expense.

Personnel

3.2.23 As agreed with the Commission a senior suitably qualified member of the Service Provider's staff must supervise and take responsibility for the conduct of the drive tests and the presentation of the results of same. Should a dispute arise between the Commission and any Licensee in relation to the results, this person may be required to present evidence in relation to the testing as undertaken on the Commission's behalf.

Reports to be Submitted

3.2.24 The Service Provider will produce, in respect of each technology and the bands identified above, a report for each Licensee, detailing all of the measurements made and presenting the on route coverage for each technology platform and each band, in a map and tabular format, correctly referenced to GPS.

3.2.25 While the exact format of such a report will be agreed with the Service Provider and will be incorporated into the final contract, as a bare minimum, along with the information sought in paragraph 3.2.17, updated as required, the measurements will be presented in total and then broken down hourly on a daily basis based on the route driven that day.

3.2.26 The Service Provider will be required to provide:

- an electronic copy of each report, in both Adobe PDF and MS Word format, using the agreed template in respect of each service;
- an electronic copy of all of the measurements taken, referenced to GPS, during the drive testing programme on either a CDROM, DVD or USB data key; and
- a printed and bound copy of each complete report.

Duration of the Contract

3.2.27 It should be noted that, unless terminated or extended in accordance with the terms of the Contract, the duration of the Contract for the supply of the Services is thirty six (36) Months.

3.3 Additional Services

3.3.1 The Commission has the right to require the Service Provider to provide additional services which are reasonably related or incidental to the Services described in Section 3.2, but are not within its specific scope or reasonably inferred from that scope. This could include, for example, taking part in any litigation related to the output of the Services described in Section 3.2, or an extension of the services to cover new technologies or band introduced within the timeframe of the contract.

3.3.2 Work performed under this Section 3.3 is outside the scope of the Fixed Fee. It will be required to be carried out at rates no higher than the daily rate specified by the Service Provider, as set out at Section 7.3 of Appendix 7.

3.4 Indicative Timetable

Phase	Description	Date
Tender Process to procure consultancy services	Issue of Invitation to Tender	August 2014
Set up for First Drive Test	Meeting with ComReg and final clarification on task	October /November2014
First Drive Test		November/December 2014
Provision of first Drive Test Report		January/February 2015
Second Drive Test		June 2015
Provision of Second Drive Test Report		July/August 2015
Further Projected Drive Tests,		November 2015, June 2016, November 2016, June 2017
Drive Test Reports due		Six weeks after completion of Drive Test to ComReg's satisfaction

Table 2 Indicative Project Timelines

3.5 Conditions for Performance of Contract

3.5.1 It is the obligation of Applicants to ensure that they are fully aware, appraised of and comply with all the associated responsibilities and legal obligations arising out of and/or in connection with the provision of the Services and hold any required consents etc. This will be a condition of the Contract. This Section provides some general information in relation to particular conditions for performance of the Contract. Relevant websites include:

- www.revenue.ie

- www.entemp.ie
- www.employmentrights.ie
- www.epa.ie
- www.environ.ie
- www.hsa.ie
- www.hse.ie

Employment and Working Conditions

- 3.5.2 Applicants are required to acknowledge in their Applications that they have taken account of their obligations relating to employment protection and working conditions that are in force where the Services are to be provided and which are applicable to the Services when drawing up their Applications.
- 3.5.3 The Service Provider will be required to comply with the obligations relating to employment protection and working conditions that are in force where the Services are to be provided and which are applicable to the Services.

Tax

- 3.5.4 It will be a condition of the Contract that the Service Provider must comply with the terms of Department of Finance Circular 43/2006: Tax Clearance Procedures: Public Sector Contracts, or any replacement.
- 3.5.5 The Service Provider and any sub-contractors (domestic or otherwise) appointed by the Service Provider may be required, as a pre-condition to entry into the Contract, to produce for inspection by the Commission a current Tax Clearance Certificate within one (1) week of request by the Commission or such other period as may be stipulated by the Commission. However, a Tax Clearance Certificate is not required in order to be eligible to submit an Application.
- 3.5.6 The Service Provider and any sub-contractors must continue to hold the current versions of such certificate until the termination of the Contract, and no payment falling due under the Contract will be made by the Commission unless it has in its possession at the time of such payment a current issue of the relevant certificate.
- 3.5.7 Applicants may give the Commission permission to check their tax clearance status by quoting their (Revenue) customer number and tax clearance certificate number. Applicants which provide such numbers are deemed to have agreed to the Commission checking their status in this way.

Health and Safety

3.5.8 The Service Provider will be required in providing the Services to comply with, and to allocate adequate resources to enable it to comply with, its obligations under the Safety, Health and Welfare at Work Act 2005, any regulations and statutory codes under it, and any subsequent Safety, Health and Welfare legislation.

3.6 Indicative Contract

3.6.1 The Preferred Applicant will be required to enter into the Contract with the Commission. An indicative Contract is enclosed at Appendix 9. Applicants may submit comments or queries in relation to the Contract, in accordance with Section 6.4, by the deadline set out in Section 2.4.1 above and in accordance with the procedure set out in Section 5 below.

3.6.2 It is intended that the current tender process will give rise to a Contract between the Commission and the Service Provider for the provision of the Services to the Commission. The Contract will include such clauses relating to early termination which the Commission considers appropriate.

3.7 Key Personnel

3.7.1 Applicants are required to identify the names and addresses of the personnel which they propose (presently or in the future) will provide Services under the Contract. It will be a condition of the Contract that such key personnel provide the Services.

3.8 Payment for Services

3.8.1 There is a Fixed Fee for the Service Requirement described in section 3.2. This is described further at Section 7 of Appendix 7.

3.8.2 The Fixed Fee must include the provision of any required equipment, software (whether third party or not) and all costs expenses associated with the Services.

3.8.3 Initial Set Up Costs, up to a maximum of 1/6th (one sixth) of the Fixed Fee, may at the Commission's discretion be allowed in the case of an applicant who has not performed Drive Testing services for the Commission before. Such costs must be agreed in advance with the Commission. This notwithstanding, the Service Provider will be paid for the Services bi-annually 1/6th of the Fixed Fee in euro in arrears following the successful delivery of the agreed report, unless otherwise agreed by the Commission and the Preferred Applicant. Where the Initial Set Up Costs have been agreed with the commission the following formula will be used for each bi-annual payment.

3.8.4 Bi Annual Payment = (Fixed Fee - Initial Set Up Costs)/6

3.8.5 In relation to the Initial Set Up Costs, where permitted, the Service Provider will be required to provide a detailed breakdown of the time and work done.

3.8.6 Any additional Services required outside the scope of the Fixed Fee (i.e. those additional services referred to in Section 3.3) will be charged based upon daily rates no higher than those submitted by the Applicant, as provided for at Section 7.3 of Appendix 7. The time at which such fees will be paid will be determined in accordance with the Contract at the time the additional services are agreed.

4 Applicant Composition

4.1 Consortia / Groupings

- 4.1.1 In order to offer the resources and the range and depth of skills required, organisations may wish to collaborate to form a consortium which will then apply as a single Applicant for the purposes of the Competition.
- 4.1.2 If the Applicant is a consortium or grouping of members, the Commission reserves the right to request copies of any agreements between the members and to comment upon them. However, this information should not be provided without being specifically asked to do so.
- 4.1.3 An Applicant will be required under the Contract to use any consortium members identified in its Application for the role specified in it.
- 4.1.4 If an Applicant is a consortium, a single member of the Applicant will be required to enter into the Contract as the prime contractor with all other members of the Applicant assuming the role of sub-contractors. The Commission may, at its absolute discretion, require the latter members to provide collateral warranties or guarantees to the Commission on terms satisfactory to the Commission. The Lead Firm will be required to execute the Contract as the prime contractor if the Applicant is successful.

4.2 Lead Firm

- 4.2.1 Applicants must have and nominate a lead firm which will act as the Commission's principal contact in respect of this process and, if applicable, the Contract. In the case of an Applicant comprising a single member, the single member is the Lead Firm. Otherwise, the Applicant must nominate the member of the Applicant which is the Lead Firm where provided for in the PQQ.
- 4.2.2 The Lead Firm is responsible for providing all relevant information to all members and sub-contractors of the Applicant and any other relevant Persons.
- 4.2.3 The Lead Firm will be required to execute the Contract as the prime contractor if the Applicant is successful.

4.3 Subcontractors

- 4.3.1 Applicants are required to identify any subcontractors which they propose to use (presently or in the future) in the performance of the Contract.
- 4.3.2 An Applicant will be required under the Contract to use any subcontractors

identified in its Application for the role specified in it.

- 4.3.3 An Applicant will remain solely liable under the Contract to the Commission for its and any of its subcontractors' acts, errors or omissions despite the use of any subcontractor.

4.4 Conflicts, Collusion and Participation in other Applications

Conflicts between Applicants

- 4.4.1 An Applicant must disclose in its Application if it, or any of its members, subcontractors or other parties identified in its Application, has any economic, legal, commercial or financial relationship with another Applicant (or part of another Applicant's team) submitting a separate response to the Competition Documents.
- 4.4.2 The Applicant is required in such event to identify the economic, legal commercial or financial relationship in question and provide an accompanying statement stating that it is aware of the matter and that it has been brought to the attention of all persons identified in its Application whilst, at the same time, maintaining the integrity of this competition and confidentiality. The Applicant is also required in such an event to propose suitable protections and procedures to be put in place by the Applicant to protect against or minimise any actual, potential or perceived conflict, collusion or distortion of competition arising. It is recommended that Applicants do this in good time before submitting an Application so that the Commission can determine whether the Applicant is permitted to proceed based on its proposed composition before the Applicant submits its Application as such is at the Applicant's risk.
- 4.4.3 The Commission may investigate the circumstances to determine if the notified matter may result in an actual or potential conflict of interest, collusion and/or a distortion of competition or perception or risk of such. If it is felt by the Commission that adequate protections and procedures are in place to ensure that competition will not be distorted and any actual, potential or perceived conflicts of interest or collusion will be avoided, the Applicant may be permitted to proceed. On the other hand, if it is felt by the Commission that there is a risk that competition may be distorted or there is an actual, potential or perceived conflict of interest or possibility of collusion, the Applicant will be informed of this and may be instructed that if it still wishes to participate in this process it must go forward as a single Applicant or number of Applicants or without the party concerned or to take any other steps, as considered appropriate by the Commission at its absolute discretion. The Commission also reserves the right acting reasonably, to reject the Application of an Applicant and eliminate it from the process and the Competition if it considers this appropriate or necessary.

Conflict of interest / bias in the provision of the Services

4.4.4 It cannot be ruled out that the deliverables, advice and assistance resulting from Services provided may potentially, in some shape or form, become the subject of administrative or legal review in connection with this project. If an Applicant has a conflict of interest or bias or there is a perception of such, this may be raised in any such review. It is accordingly critical that an Applicant does not have an actual or potential conflict of interest or bias, and that there is no potential for a perception of a conflict of interest or bias to be raised, with respect to any Services to be provided and the Applicant concerned.

4.4.5 Bias, for these purposes, includes an inclination, leaning, tendency, bent, a preponderating disposition or propensity, predisposition, predilection and/or prejudice. Bias can include subjective or objective bias. Objective bias, for these purposes, includes where there is a reasonable apprehension or suspicion that the decision-maker might have been biased (i.e. where, although there was no actual bias, there is an appearance of bias).

4.4.6 The Service Provider will be required, when executing the Contract, to:

- provide a clear statement that it and its relevant personnel have no actual or potential conflicts of interest or bias with respect to the Services (and any organisation which is the subject of the Services); and that, to the best of their knowledge and belief and having undertaken internal due diligence, there are no circumstances that may potentially give rise to a perception of a conflict of interest or bias; or
- if such a statement cannot be given, a statement of its proposals and measures for adequately and appropriately addressing the risks and issues arising in such respect.

4.4.7 A disclosable actual or potential conflict of interest or bias or, as the case may be, disclosable perception of a conflict of interest or bias, includes for the above purposes:

- an interest which would or could compromise the independence of the Applicant in its performance of the Services;
- an interest which would or could (in the opinion of the Commission) create the perception that the independence of the Applicant in its performance of the Services might be so compromised;
- a contract (whether oral or written) with any Irish MNO, parent company or subsidiary, whether wholly owned or otherwise, which is the subject of the Services or an Undertaking;

- a position of employment, directorship (whether executive or non-executive) or any position of emolument with any Irish MNO, parent company or subsidiary, whether wholly owned or otherwise, which is the subject of the Services or an Undertaking; and
- where an Applicant has in the past undertaken work for an Irish MNO or Undertaking, (or a subsidiary or an associated company of an organisation) that might be affected by decisions to be taken by the Commission which are in any way connected with the Services, in circumstances where the firm was privy to confidential information that would give, or might reasonably be perceived to give, the Applicant (and by extension the Commission) an unfair advantage in relation to an organisation that might be affected by any future decisions to be taken by the Commission.

4.4.8 If, with respect to the Contract, an Applicant:

- in the opinion of the Commission, has a conflict of interest or bias, or potentially may be perceived to have a conflict of interest or bias; and
- the Applicant has not proposed suitable proposals and measures to address by appropriate and adequate measures the risks and issues arising in such respect to the satisfaction of the Commission,

the Commission will inform the Applicant that the Commission, in principle, considers the Applicant unsuitable for the Contract and will give it the reasons why. In such case, the Applicant will be entitled to comment upon the Commission's decision in principle and to suggest further means by which to address the risks and issues arising to the satisfaction of the Commission.

4.4.9 The Commission may also unilaterally engage with the Applicant concerned with a view to agreeing, where possible, suitable proposals and measures to address by appropriate and adequate measures the risks and issues arising in such respect to the satisfaction of the Commission.

4.4.10 If agreement is reached to the satisfaction of the Commission, the Applicant will be eligible to be awarded the Contract. If agreement is not reached and the matter not addressed to the satisfaction of the Commission, the Commission will notify the Applicant that it has been deemed unsuitable for the Contract. In that case, the Applicant will not be eligible for the Contract and its Tender accordingly rejected. The decision of the Commission is final in this respect.

4.4.11 If awarded the Contract, an Applicant will be legally required under the Contract to put in place all proposals and measures put forward or agreed in such respect.

4.4.12 Conflicts of interest and relevant measures will not be evaluated against the Award Criteria. However, the information, proposals and measures provided

in this respect will be included as a Schedule to the Contract. The Commission may, post award, further engage with the Applicants concerned with a view to agreeing, where possible, any further proposals and measures to address by appropriate and adequate measures the risks and issues arising in such respect to the satisfaction of the Commission. In this case, the Schedule will include all such matters agreed in this way.

4.4.13 Applicants should note that the Contract also contains provisions dealing with conflicts. The Commission has the right under the Contract to prevent the Service Provider from advising or acting for third parties (including a right to require the Service Provider to discontinue advising or acting for such third parties) during the term of the contract where the Commission considers that such may raise an actual, potential or perceived conflict of interest or bias.

4.5 Change in Applicant or Key Personnel

4.5.1 The Commission recognises that arrangements in relation to consortia and subcontracting may be subject to future change. Applicants should therefore respond in the light of such arrangements as are currently envisaged.

4.5.2 It should be noted, however, that it is not permitted, after an Applicant has submitted an Application, to:

- add, delete or substitute constituent members of the Applicant or subcontractors or other parties identified in the Application;
- alter the intended shareholdings or control of individual members of the Applicant;
- alter the intended responsibilities, functions or duties of individual members of the Applicant, subcontractors or other parties identified in the Application;
- change or replace the key personnel identified in the Application or their intended responsibilities, functions or duties,

without the prior written approval of the Commission.

4.5.3 The Commission reserves the right to withhold approval for any such changes and to disqualify the Applicant concerned from any further participation in the procurement process where any such change is made without the Commission's prior approval or where the Commission's decision is not accepted.

4.5.4 While the Commission is not required to grant approval, approval will only be granted provided, in particular, the Applicant, in the view of the Commission, continues to meet the conditions for selection as set out in the Competition Documents and would not have received a lower score / grade in the evaluation process which would have impacted upon its ranking or to the

extent that it would not have been selected and provided it does not substantially alter the composition of the consortium or team in question, is not to the detriment of the Commission and the Commission is satisfied that the change does not present any risks from a public procurement perspective.

4.5.5 It should be noted that a change to the Applicant will be judged as against the structure, shareholdings, control, duties and responsibilities of the team proposed in the original Application submitted. Similarly, a change to the key personnel will be judged as against the educational and professional qualifications and experience, and duties, functions and roles, of the key personnel proposed in the original Application.

4.5.6 Any such change is at the risk of the Applicant.

4.5.7 Any proposed changes must be notified to the Commission as soon as possible. Failure to notify any changes may result in disqualification of the Applicant.

4.5.8 The Contract contains provisions dealing with changes in the proposed team during the term of the Contract.

4.6 Change in Legal Form of Applicant

4.6.1 An Applicant may, with the Commission's prior written approval, establish a new legal entity or entities that will take on the position of the Applicant that pre-qualified provided that:

- the conditions for selection as set out in the Competition Documents are satisfied by the new legal entity/entities;
- the new legal entity or entities would not have received a lower score / grade in the evaluation process which would have impacted upon its ranking or to the extent that it would not have been selected;
- the Commission gives its prior written approval to the establishment of such entity or entities for the purposes of this process;
- the Applicant undertakes, prior to such date as may be stipulated by the Commission, that any such new legal entity or entities will be established; and
- the change in legal form of the Applicant is not to the detriment of the Commission.

4.6.2 The Commission reserves the right to set out further requirements in relation to any proposed new legal entity or entities, including requirements for guarantees, warranties or other forms of security from any members of the Applicant or Persons identified in its team.

4.6.3 Any proposed new legal entity or entities must be notified to the Commission as soon as possible.

4.7 Registerable Interest

4.7.1 Any registerable interest involving an Applicant and the Commission (or their relatives) must be fully disclosed in the response to this ITT, or should be communicated to the Commission immediately upon such information becoming known to the Applicant in the event of this information only coming to their notice after the submission of the Application.

4.7.2 The terms “registerable interest” and “relative” are interpreted as per Section 2 of the Ethics in Public Office Act 1995.

4.7.3 Applicants with a registerable interest may be deemed ineligible where this is considered necessary to maintain the probity of the Competition, or alternative steps may be taken to mitigate any issues arising in such respect.

4.8 Article 45 Declaration

4.8.1 An Application made by an Applicant whose personal situation falls within any of the mandatory circumstances referred to in Article 45 of the Public Sector Directive 2004/18/EC and Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329 of 2006) will be rejected. If it falls within any of the discretionary criteria in Article 45 or Regulation 53, it may be rejected at the discretion of the Commission. This is a pass / fail requirement. Please complete Appendix 4.

5 Information And Queries

5.1.1 Applicants may not address queries to, or communicate with, the Commission other than in the manner provided in this Section 5.

5.1.2 Each Applicant must fully satisfy itself as to the nature and requirements of the Competition Documents. In addition, if Applicants consider that any aspect of the Competition Documents are not clear or are ambiguous, contain errors or have any queries regarding the manner in which the evaluation will be undertaken or any of the Minimum Requirements, Selection Criteria or Award Criteria will be applied or are properly understood, this must be raised with the Commission.

5.1.3 All queries regarding any element of the Competition Documents must be forwarded to the Commission by e-mail only to:

david.thom@comreg.ie

Subject line should be entitled:

“Questions: ITT for the Provision of Bi-Annual Drive Testing Services on Mobile Networks in Ireland”

A query is deemed to not have been made unless and until it is acknowledged or responded to by the Commission.

5.1.4 Queries should be received by the Commission by the time and date stated in Section 2.4 and prior to submission of an Application. It is the Applicant's responsibility to ensure that all queries are received by the Commission by this deadline. The Commission reserves the right, at its absolute discretion, to respond to queries submitted after this deadline, although it may opt not do so.

5.1.5 Queries may not be made orally, or by any other means except that provided for in Section 5.1.3. The Commission will not be bound by any oral communications unless, and only to the extent, to which they are subsequently confirmed by the Commission in writing.

5.1.6 Queries from all Applicants will be accumulated and answers, where appropriate and subject to the following sections, will be sent simultaneously to all Applicants to ensure that all Applicants have the same opportunity to respond. The Commission will, if appropriate, circulate copies of all queries submitted pursuant to this Section 5, together with the Commission's responses to them, to all Applicants.

5.1.7 The Commission reserves the right to respond separately to an Applicant's query if, in the Commission's absolute opinion, the response is particular to

that particular Applicant.

- 5.1.8 If an Applicant believes a query relates to a confidential or commercially sensitive aspect of its submission it must mark the query as “confidential” or “commercially sensitive” and specify clear and substantive reasons for this. If the Commission, at its discretion, is satisfied that the query should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be treated on a confidential basis¹⁶.
- 5.1.9 If the Commission is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Applicant accordingly and require the Applicant to either withdraw the query or to raise any objection within one (1) working day of such notification and state the grounds for its objection. If the Applicant does not withdraw the query or raise any objection within the specified period, or Commission is of the opinion that, notwithstanding the objection of the Applicant, the query is not confidential or commercially sensitive, the Commission may issue the query and its response to all of the Applicants.
- 5.1.10 The Commission does not accept responsibility for any communications issued by it which are missed or not received by Applicants or for communications issued by Applicants which are not received or responded to by the Commission. The onus is on Applicants to follow up with the Commission if no response is received.
- 5.1.11 The Commission is not responsible for information relayed (or not relayed) via third parties.
- 5.1.12 It should be noted that all communications in respect of this Competition will be issued to the e-mail address of the nominated contact person as provided by the Applicant in response to the PQQ. Accordingly, Applicants should ensure that such e-mail addresses can receive communications from e-mails with the domain comreg.ie and that they are monitored when the recipient is not in the office or otherwise unavailable. The Commission will not follow up on out of office or message failure notices received.
- 5.1.13 If, as a result of queries/requests, any discussion or other communication between the Commission and an Applicant and/or otherwise, the Commission is of the opinion that a clarification of and/or amendment to the Competition Documents is required to be made and/or additional information is required to be issued, then the Commission is entitled to do so at any time by notice in writing or by circulating it otherwise.

¹⁶ For further information see the Commission’s Guidelines on the treatment of confidential information, ComReg Document 05/24.

6 Delivery, Content And Format Of Applications

6.1 General

6.1.1 Applicants must submit Applications in the format and manner required by Appendix 1, as well as this Section 6.

6.2 Delivery of Application

6.2.1 The Commission requires applicants to submit two hard copies (together with one read-only electronic copy on CD or USB key) of the Application by hand or by pre-paid registered post to be received by the deadline set out in Section 2.4.1 above.

6.2.2 The Application should be enclosed in a sealed envelope entitled:

“Strictly Confidential – Tender for Bi-Annual Drive Testing Services on Mobile Networks in Ireland”

6.2.3 The Application must be delivered to the following address:

**Mr. Dave Thom
The Commission for Communications Regulation
2nd Floor Reception
Abbey Court
Block D, E, F
Irish Life Centre
Lower Abbey Street
Dublin 1
Ireland**

6.2.4 Please allow sufficient time to deliver Applications to the Commission’s offices as they are not located on ground floor. Delivery to the security desk at the ground floor does not constitute delivery to the Commission.

6.2.5 Applications may not be submitted by e-mail and/or fax.

6.2.6 Applications should be in English and complete and all details requested must be submitted.

6.2.7 Applicants must mark one of the hard copies of the Application as the “Master Copy”. This will take precedence in the event of any identified inconsistency or conflict between it and any other copies of the Application, as the case may be. If no copy is marked as the “Master Copy”, the Commission may choose a hard copy at random which will then operate as the “Master Copy” in the

same way as if the Applicant had identified it as the “Master Copy”.

6.2.8 Applicants are fully responsible for the safe and timely delivery of their Applications. Late Applications will not, be accepted by the Commission under any circumstances.

6.3 Format of Application

6.3.1 The format and requirements for Applications are identified in Appendix 1. Applications must address all the requirements set out in this ITT.

6.3.2 The Application must comprise of the following documents:

- the PQQ;
 - This will be evaluated against the Minimum Requirements and the Selection Criteria which are both identified in Section 8. This assessment concerns Applicants’ economic and financial standing, and technical and professional ability/knowledge.
- the Tender; and
 - This will contain the proposed solution and commercial offering of an Applicant. The highest ranked Tender will be awarded the Contract, subject to the terms of this ITT. This assessment concerns the Applicant’s approach to delivery of the Services and its cost. This will be assessed against the Award Criteria.
- Statements and certificates as set out in paragraph 6.3.6.

The format of the Application should accord with the format as described in Appendix 1.

6.3.3 The PQQ and Tender should be submitted as separate documents but as a part of a single Application at the same time subject to, and in accordance with, the Competition Documents. See Appendix 1 in this respect.

6.3.4 Applicants must submit an Application in respect of all of the Services specified. Variants are not permitted.

6.3.5 The onus is on Applicants to demonstrate the manner in which they meet the Minimum Requirements, Selection Criteria and Award Criteria.

6.3.6 The Application must include the following statements and certificates, duly completed and executed by an authorised representative of the Applicant in whatever manner is usual and legally permissible for the Applicant (including, all members of the Applicant) to effect binding contracts:

- Acceptance Certificate (see Appendix 3);
- Article 45 Declaration (see Appendix 4); and
- Declaration of Compliance with Minimum Requirements (see Appendix 6).

6.3.7 In the case of a consortium or group, these certificates or statements should be executed by each member of the consortium or group on its own behalf.

6.3.8 The name of each person signing should be typed or written in block capitals below his or her signature. The official capacity or authority of the persons signing should be shown.

6.3.9 Failure to submit the completed and executed certificates and statements may, at the Commission's absolute discretion, result in an Application being deemed invalid and rejected.

6.4 Comments on Indicative Contract

6.4.1 A copy of the indicative Contract is enclosed in Appendix 9. The indicative Contract is not open to substantial amendment.

6.4.2 Applicants are asked to carefully consider the terms and conditions set out in the indicative Contract.

6.4.3 If an Applicant has a comment or query on any provision of the Contract it must submit such comment or query by the deadline stipulated in Section 2.4. It is recommended that specific concerns are identified and proposed acceptable amendments clearly set out. This is because Applicants may not be given a further opportunity in this respect. Questions and answers may be at the Commission's discretion, circulated via e-mail to all Applicants. The Commission will not, however, disclose the identity of any party which has posed a question, except where it is legally obliged to do so.

6.4.4 Applicants will be deemed to have accepted in principle any provisions of the indicative Contract if no observations are made in relation to such provisions in accordance with Section 6.4.3. General statements such as subject to discussion / negotiation should not be made, as they will be of no effect and mean you have wasted your opportunity to engage with the Commission in relation to the Contract.

6.4.5 The Commission will consider any observations received in this way and may, at its absolute discretion, accept or reject any observations, proposed amendments or supplemental provisions proposed by an Applicant. The Commission is also entitled, on an individual basis, to seek clarification, raise queries, make a response or propose solutions or amendments where any observations, proposed amendments or supplemental provisions are proposed by an Applicant.

- 6.4.6 The Commission will then, insofar as it elects to make any changes to the Contract, issue a revised draft of the indicative Contract. Applicants will be required to confirm substantial acceptance of the revised draft in order to remain eligible for award of the Contract or, if no revised draft is issued, the original draft of the indicative Contract. The Commission may issue a revised draft before and/or after the deadline for submission of Applications, and may issue further revised drafts.
- 6.4.7 The Commission may, at its absolute discretion, eliminate an Applicant who will not accept, to the satisfaction of Commission, the indicative Contract in substantially the form which it is in or substantially in the revised form proposed by the Commission.
- 6.4.8 The Preferred Applicant, as a condition of its provisional selection, is required to enter into the Contract on terms satisfactory to the Commission.
- 6.4.9 The Commission is entitled to amend, revise or replace at any time during the competition, the provisions of the indicative Contract whether, in particular, on its own initiative or arising from observations, proposed amendments or supplemental provisions made by Applicants for consideration by the Commission. For the avoidance of doubt, it should be noted that the indicative Contract enclosed in Appendix 9 is not open to substantial amendment.

6.5 Full Information

- 6.5.1 Applicants must disclose all relevant information in their Applications and otherwise. Applicants that withhold, or attempt to withhold, any information that the Applicants knows to be relevant, or to mislead the Commission, may, at the Commission's absolute discretion, be rejected and eliminated from this competition.
- 6.5.2 If an agreement or agreements are awarded to an Applicant that has knowingly withheld relevant information or misled Commission, the agreements may, at the Commission's absolute discretion, be rendered null and void.

6.6 Change in Events or Applicant Status

- 6.6.1 Any material information or change in events which relates to an Applicant and/or its Application that come to light subsequent to the submission of an Application must be clearly identified and clearly disclosed in writing to the Commission by the relevant Applicant as soon as possible. This includes any material changes in an Applicant's financial or other circumstances or the ownership of an Applicant. The Commission may (but is not obliged to) revisit any assessment and evaluation as a result of any such change on the basis of the information then available to the Commission.

6.6.2 If, as a result of a change in events, circumstances or otherwise, any information given by an Applicant to the Commission, in the Application or otherwise, was (when submitted) or has become (by reference to facts as they then stand) untrue, incomplete or misleading, the Applicant must so inform Commission in writing as soon as it becomes aware of this. This includes, without limitation, information in relation to an Applicant's financial and economic standing.

6.6.3 If it comes to the Commission's attention that:

- there has been a change in events or circumstances concerning an Applicant that could affect Commission's assessment of that Applicant's Application or the decision to pre-qualify or select the Applicant; or
- information submitted by an Applicant was (when submitted) or has become (by reference to facts as they then stand) untrue, incomplete or misleading,

the Commission may (but is not obliged to) revise its assessment of the Applicant's Application (including pre-qualification and its ability to meet the Minimum Requirements) on the basis of the information then available to Commission and, at its absolute discretion, reject or not reject the Applicant's Application.

6.6.4 The Commission may, for example, treat an Applicant as ineligible or decide not to permit an Applicant to continue to participate in the procurement process if the economic and financial standing of the Applicant deteriorates during the procurement process to such an extent that the Applicant no longer has the requisite financial standing to be awarded the Contract.

6.7 Sensitive Information

6.7.1 The Commission is designated as a public body pursuant to the provisions of the Freedom of Information Acts 1997 and 2003 ("Freedom of Information Acts").

6.7.2 Accordingly, if an Applicant considers that any information it provides during the course of the process should not be disclosed because of its commercial sensitivity or confidentiality, this must be clearly stated and the information clearly marked as being confidential, commercially sensitive and/or proprietary, and the reasons for this specified. The content and nature of the relevant documentation may then be taken into account by the Commission in considering requests, if any, for access to such information under the Freedom of Information Acts.

- 6.7.3 The final decision on any freedom of information request rests with the Commission, subject to applicable law.
- 6.7.4 Applicants should seek their own legal advice on the applicability of the Freedom of Information Acts.
- 6.7.5 The Commission is not liable or responsible under any circumstances whatever for any loss, damage or suffering of any kind suffered as a result of disclosure of such information before, during or after this Competition and process.

6.8 Compliant and Unqualified Application

- 6.8.1 Applicants must submit a fully compliant Application which is not qualified in any way.

6.9 Abnormally Low Applications

- 6.9.1 The Commission reserves the right to reject an Application if it considers that some or all of the pricing components of that Application are abnormally low. The approach adopted in this respect will be in line with the process provided for by Regulation 69 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329 of 2006) and Article 55 of Directive 2004/18/EC. The Commission shall, by notice in writing and before rejecting the Application, request the Applicant to provide written details of such of the constituent elements of the Application as are specified in the notice.

6.10 Pricing Strategies

- 6.10.1 Subject to the Maximum Fixed Fee of €330,000 (three hundred and thirty thousand Euro), Applicants' fixed prices for the Service Requirement, and the daily rates for any additional requirements, must be fair and balanced. Applicants may not try to use strategies to manipulate or distort the price evaluation formula to the detriment of the Commission.
- 6.10.2 The Commission may require an Applicant to explain and justify variances between different elements of its price. The Commission may reject an Application that cannot justify to the Commission's satisfaction any variance in its pricing where the Commission considers the Applicant to be in breach of section 6.10.1.

7 Evaluation Committee And Its Powers

7.1 Evaluation Committee

- 7.1.1 The evaluation committee appointed by the Commission will conduct the evaluations. Each member of the relevant evaluation committee will undertake such functions and tasks as each may agree to be allocated to a member or members. The Commission reserves the right, at its discretion, at any time to remove, substitute, appoint, decrease or increase the members of the evaluation committee without notice to Applicants.
- 7.1.2 The Commission, at its absolute discretion, may divide the evaluation committee's responsibilities so that a particular member or particular members have principal responsibility for the evaluation of only specific aspects of an Application to the exclusion of other parts. Nonetheless, while principal responsibility for evaluating specific aspects may be divided, each member of the evaluation committee will be entitled (without any obligation to do so), at its absolute discretion, to consider and comment upon other aspects of Applications, as the case may be, which may be taken into account to the extent considered appropriate by the evaluation committee having regard to the division of responsibilities.

7.2 Powers of Evaluation Committee

- 7.2.1 The evaluation committee may nominate one or more persons to conduct certain meetings or discussions or to evaluate or consider certain matters on its behalf during the competition.
- 7.2.2 The evaluation committee is entitled to carry out investigations and undertake such other matters in respect of any matter arising out of or incidental to the competition and/or its evaluations where, in the opinion of the evaluation committee, this is necessary, appropriate or helpful. The evaluation committee may, in particular, seek independent financial and market advice to validate information declared, or to assist in the evaluation.
- 7.2.3 The Commission, at its absolute discretion, may contact and visit Applicants and any or all of their sub-contractors, members, suppliers and/or referees which might be provided in the Application of an Applicant. Applicants, on request, must facilitate same.
- 7.2.4 The Commission reserves the right, at its absolute discretion, to ask Applicants for supplementary information, clarification or elaboration of their Applications to assist in the evaluation of Applications. Applicants should respond to such requests within two (2) calendar days of the date of the request or such later or earlier date as the Commission may specify.
- 7.2.5 Applicants may not, in responding to any such request, amend, supplement or elaborate upon their Applications in any way which would give rise to a

material change that would breach procurement law.

7.3 Interviews

7.3.1 The Commission reserves the right to require any of the Applicants to attend meetings and/or interviews. In such event, the Applicant will bear all its costs and expenses in attending any such meeting. Applicants should note that the Commission may elect to hold such meetings and/or interviews with only those Applicants whom the Commission considers, at its absolute discretion, it necessary to do so.

7.4 Right of Waiver, Clarification and Rejection

7.4.1 If an Application fails to address and satisfy any of the mandatory conditions or other elements of the Competition Documents, or its Application is ambiguous or unclear or requires amplification or clarification in any respect, the Commission may, at its absolute discretion and subject to applicable law: reject the Application and eliminate the Applicant from this competition;

7.5 Right to Require Verification

7.5.1 Applicants may be required, at the Commission's absolute discretion and at any time, to provide evidence verifying any information set out in their Applications. An Applicant may be rejected in the event that it cannot provide evidence verifying information provided in its Application in circumstances where such failure is material in the context of this Competition and its selection. This includes in particular anything set out in the Declaration of Compliance with the Minimum Requirements.

8 Overview Of Evaluation Process

8.1 Opening of Applications

8.1.1 Applications will be opened in a closed meeting in the presence of such persons as the Commission considers appropriate. Applicants will not be present at the opening of Applications.

8.2 Overview of Evaluation of Applications

8.2.1 Applications will be evaluated in accordance with the sections below.

8.2.2 This includes the following stages:

- Stage 1: Compliance Check
- Stage 2: Compliance with Minimum Requirements
- Stage 3: Evaluation of PQQs¹⁷ on the basis of the Selection Criteria
- Stage 4: Evaluation of Tenders on the basis of the Award Criteria
- Stage 5: Appointment of Preferred Applicant / Verification of Minimum Requirements
- Stage 6: Final Approval/Execution.

8.2.3 Each stage is sequential so that an Application which does not pass a particular stage will not be assessed in a following stage, but rather will be rejected.

8.2.4 Information considered under, or provided in, the PQQ will not be considered when evaluating Tenders in accordance with the Award Criteria.

¹⁷ See Appendix 4 of this document.

8.3 Stage 1 – Compliance Check

- 8.3.1 Applications will be subjected to a check for completeness to ensure that all Applicants have provided a complete and compliant response to all questions and requirements contained in the ITT and have submitted all necessary supporting documentation where required.
- 8.3.2 Any Applicant who has not provided a complete and compliant Application in accordance with the requirements of the ITT will be eliminated from the competition. This is subject to Section 7.4 of this ITT.
- 8.3.3 It should be noted that this is an initial check for obvious non-compliance and does not prevent the Commission from subsequently identifying an element of non-compliance.

8.4 Stage 2 - Compliance with Minimum Requirements

8.4.1 In order to reduce bureaucracy and simplify the tendering process, Applicants are no longer asked, in respect of a number of requirements, to supply detailed evidence of capacity in the first instance. Instead, Applicants are required to self-declare compliance with the Minimum Requirement by submitting the Declaration set out in Appendix 6. In the first instance, Applications will be subject to a check to ensure Applicants have submitted an executed copy of the Declaration confirming that they satisfy the Minimum Requirements. Any Applicants who do not meet this requirement will have their Applications rejected, subject to Section 7.4.

8.4.2 The Minimum Requirements are:

Criteria		<i>Minimum Requirement</i>
Maximum Fixed Fee		<i>A Fixed Fee of €330,000 or less for all elements of the Service Requirement including all expenses.</i>
Banker's Letter		Each member of the Applicant must provide a letter from its current principal banker dated within the past 3 months stating that, to the best of its knowledge, this is the Applicant's principal account and it is currently in good standing.

Criteria	<i>Minimum Requirement</i>
Insurance ¹⁸	<p>The Applicant must demonstrate that it has in place or available to it the following minimum levels of insurance:¹⁹</p> <p>Professional Indemnity Insurance: €5 million for each and every claim / in aggregate zero excess.</p> <p>Public Liability Insurance: €13 million for each and every claim / in aggregate zero excess.</p> <p>Employer’s Liability Insurance: €13 million for each and every claim / in aggregate zero excess.</p> <p>The Service Provider will be required, at a minimum to take out and maintain <u>at its sole cost and expense</u> for the benefit of the Commission at all times for the duration of the Contract and for such further times as is reasonable and /or may be required in the circumstances the minimum insurance levels with the maximum excess stated above.</p>
Economic and Financial Standing	<p>The Applicant must demonstrate that it has sufficient economic and financial standing to meet its financial and economic obligations anticipated under the Contract and in respect of the Services over the full term of the Contract.</p> <p>The assessment of the Preferred Applicant in this respect will be undertaken in the manner set out in this document</p> <p>Please refer to Appendix 8 for further detail.</p>

¹⁸ The insurance details provided by the Applicant and any existing arrangements it has in place or proposes to make in relation to insurance are subject to further comment and approval by the Commission and its insurance advisers and the Commission and its insurance advisers may query or seek clarifications or supplemental information on any matters pertaining to insurance as they see fit. The Commission reserves the right, at its absolute discretion, to reject any Application if the terms of insurance which is proposed to be provided are not to the Commission’s satisfaction.

¹⁹ If you do not currently have insurance in place which meets the minimum requirement set out above, an ability to take it out can be demonstrated by providing a letter/statement from the organisation’s (reputable) insurance company or broker confirming it has such insurance available to it.

8.4.3 The Applicant provisionally selected as the Preferred Applicant will subsequently be required to provide evidence substantiating that it satisfies the Minimum Requirements as provided for in Stage 5 below.

8.5 Stage 3 – Evaluation on the basis of the Selection Criteria

8.5.1 The PQQs will then be evaluated against the Selection Criteria. Any Applicant which does not achieve the minimum score for any of the Selection Criteria will be rejected. All other Applicants will be selected for Stage 4. The Selection Criteria are:

Selection Criteria	Explanation	Marks	Minimum Score (xx %)
Services of a Similar nature, size and complexity	Demonstrate experience in the design and implementation of comparable Drive Testing Programmes for measuring and reporting on Radio and Quality of Service parameters of Mobile Networks Please refer to Section 6 of Appendix 5 for further detail	100	61
Experience, educational and professional qualifications of proposed personnel	Demonstrate the experience, educational and professional qualifications of the proposed personnel Please refer to Section 7 of Appendix 5 for further detail.	100	61

8.5.2 Marks will be awarded in accordance with Appendix 2. Applicants should note that their submission must achieve the minimum scores above for each of the Selection Criteria, in order to avoid elimination from consideration. In the event that an Applicant is eliminated from consideration due to a failure to reach the minimum threshold for any of the Selection Criteria listed above, then that Applicant's Application (including its Tender) will not be taken into further consideration.

8.5.3 The Commission reserves the right to interview Applicants before completing the final assessment under the Selection Criteria.

8.5.4 Applicants who achieve the minimum mark, in the Selection Criteria above, will then have their Tenders evaluated under the Award Criteria in the manner set out below.

8.6 Stage 4 – Evaluation on the basis of the Award Criteria

8.6.1 The Tenders of the Applicants selected in Stage 3 will be evaluated against the Award Criteria. The Award Criteria is the most economically advantageous Application from the Commission's point of view in accordance with the following criteria and weightings:

Award Criteria	Marks Available	Minimum Score xx%
<p>Criterion 1: Demonstration of Understanding of the Subject Matter of the Service Requirement.</p> <p>Please refer to Section 1 of Appendix 7 for further detail.</p>	10	71
<p>Criterion 2: Proposal Theory</p> <p>This criterion will holistically assess the robustness and quality of the reasoning behind the choices made in the Applicant's proposal with respect to:</p>	20	71

²⁰

²¹ Note that the Criteria are based on the Service Requirement detailed in Section 3 of this Invitation to Tender. The tenderer's response to this ITT should show fully how they intend to meet or exceed the Service Requirement.

<ul style="list-style-type: none"> • Call termination • Duration • Data file sizes • Methodology for dealing with / quantifying uncertainties <p>Please refer to Section 3.2 of ITT and Section 2 of Appendix 7 for further detail.</p>		
<p>Criterion 3: Quality of the Applicant's proposed approach to the Service Requirement.</p> <p>In particular; project plan, timing and robustness of resource allocation to meet the Service Requirement.</p> <p>Please refer to Section 3.2 of ITT and Section 3 of Appendix 7 for further detail.</p>	10	71
<p>Criterion 4: Methodology for the Drive Test Programme</p> <p>This criterion will holistically assess how the Applicant proposes to implement the Drive Test in practice. This will include an assessment of the approach to the following, in particular (though this is not exhaustive):</p> <ul style="list-style-type: none"> • Adequacy of calibration • Log files generated • Unforeseen circumstances such as due to equipment failure, accidents or inclement weather (including, but not limited to, the time to address such issues, consistency of measurements and work carried out) <p>Please refer to Section 4 of Appendix 7 for further detail.</p>	20	71
<p>Criterion 5: Approach to Report Delivery</p> <p>This criterion will holistically assess the quality of the approach to report delivery.</p> <p>This will include an assessment of a proposed report (an example should be</p>	10	71

<p>given) by reference, in particular, to the following:</p> <ul style="list-style-type: none"> • Layout • Detail • Accuracy <p>It will also include an assessment of the oversight involved in its preparation, presentation and, if necessary, correction of a report.</p> <p>Please refer to Section 5 of Appendix 7 for further detail.</p>		
<p>Criterion 6: Value Added Proposal.</p> <p>This criterion will assess any value added work / offering out of scope of, but related to, the Service Requirement set out in Section 3.2 that will be carried out / provided at no additional charge.</p> <p>Please refer to Section 6 of Appendix 7 for further detail.</p>	10	71
<p>Criterion 7: Cost</p> <p>This will be evaluated in the manner set out in Appendix 2 of this ITT.</p>	20	

8.6.2 Appendix 7 is intended to provide an explanation of what the Commission intends to consider under the relevant criterion. The Commission will take an holistic approach in this respect. There are no sub-criteria or sub-weightings.

8.6.3 Marks will be awarded in accordance with Appendix 2. Applicants should note that where shown their submission must achieve a minimum of 71% of the total marks available for each of the relevant Award Criteria set out above (with the exception of cost), in order to avoid elimination from consideration.

8.6.4 Applicants who do not achieve the minimum score of 60% for any of the Award Criteria, set out above will have their Applications rejected. The price of any rejected Applicants will not be taken into account in the evaluation on cost.

8.7 Stage 5 – Elimination/Appointment of Preferred

Tender title: The provision of Bi-Annual Drive Testing Services, on Mobile Networks in Ireland.

Applicant

- 8.7.1 The Tenders will be provisionally ranked in accordance with the Award Criteria and the Applicant who has submitted the highest ranked Tender will be provisionally selected as the Preferred Applicant.
- 8.7.2 The Commission will notify this Applicant in writing of its provisional ranking and provisional selection as a Preferred Applicant. Any such provisional notification will be conditional on the Preferred Applicant agreeing to, and entering into, the Contract with the Commission on terms satisfactory to the Commission. Furthermore, any notification issued to the Preferred Applicant is provisional, is not binding on the Commission, gives rise to no legitimate expectations and may be revoked at any time prior to finalisation of such appointment.
- 8.7.3 As a condition of any provisional notification, the Preferred Applicant may be required to comply with any notified conditions to the satisfaction of the Commission.
- 8.7.4 The Preferred Applicant will, in particular, be required to provide evidence substantiating that it satisfies the Minimum Requirements which it declared it met within seven (7) days (or such less or greater period as may be determined by the Commission at its absolute discretion) of a request to do so. If it fails to do so within the time required, or does not provide sufficient evidence to substantiate that it satisfies the Minimum Requirements the Application of the Preferred Applicant may be rejected and the Preferred Applicant eliminated from the process.
- 8.7.5 The Commission reserves the right to de-select and eliminate an Applicant originally provisionally selected as the Preferred Applicant and reject its Application on the basis of non-compliance:
- if it cannot comply with any conditions of its provisional selection;
 - if it cannot verify any information contained within its Application (including anything listed in the Declaration of Compliance with the Minimum Requirements) to the satisfaction of the Commission where requested to do so within the time allowed;
 - if the Contract is not executed with such Applicant (or it does not comply with any pre-conditions of the Contract);
 - if final close is not reached with such Applicant for whatever reason;
- or

- for any other reason whatever which the Commission considers appropriate.

8.7.6 The Commission is not liable for any costs or expenses incurred by the Preferred Applicant arising out of or in connection with the issue of the notification, its revocation and anything occurring in between such stages.

8.7.7 If the Preferred Applicant is rejected, the Commission will follow the same process with respect to the next provisionally highest ranked Applicant. If a Preferred Applicant who has been rejected had submitted the lowest price, the evaluation against price will be re-executed without using the price of the original Preferred Applicant as the reference point for the price evaluation (but instead using the then lowest priced compliant Tender as the reference point for the price evaluation). This will be done until an Applicant enters into a Contract with the Commission.

8.8 Stage 6 - Final Approval / Execution

8.8.1 The evaluation committee's recommendation as to the execution of the Contract with the Preferred Applicant may be subject to final internal approval within the Commission. The Contract will then be executed.

8.9 Unsuccessful Applicants

8.9.1 Unsuccessful Applicants will be notified of this in writing. The Commission will not enter into the Contract with the Preferred Applicant until fourteen (14) days have elapsed from the date following that on which unsuccessful Applicants were notified by fax or electronic means of their rejection.

9 Additional Conditions

9.1 Open Applications

9.1.1 All Applications (including unaccepted Applications) must remain open and valid for twelve months from the deadline date of submission, as set out in Section 2.4. Applications are contractually binding offers. No Application may be withdrawn after its acceptance.

9.2 Canvassing

9.2.1 Applicants must not canvass directly or indirectly any member of the Commission, officer or employee of Commission, its advisers, or any member of the evaluation committee. Failure to comply with this requirement will result in disqualification from the selection process.

9.3 Collusion / Improper Influence

9.3.1 Collusion, or any attempt by interested parties/Applicants to influence, in any way, the procurement process, will result in the disqualification of that/those interested parties/Applicant(s). Examples of such improper influence are collusion, price fixing, bid rotation or market division.

9.3.2 The Commission may disqualify an Applicant if the Applicant is economically, legally, commercially, financially or otherwise related to one or more other Applicants in a way that would impede in any way the incentive that the Applicant should have to compete to be a Service Provider in the competition.

9.4 Confidentiality

9.4.1 The Competition Documents are confidential and personal to each Applicant who is in receipt of it and may be only used for the purposes of submitting an Application. Applicants may not release details of the Competition Documents to third parties other than on a confidential basis to those who have a legitimate need to know or with whom they need to consult for the purpose of preparing the Application. All information supplied to Applicants as part of the process remains confidential and is to be treated as such. Failure to comply with the confidentiality of this process may disqualify an Applicant.

9.5 Publicity

9.5.1 No publicity whatever regarding the Competition Documents, the competition and/or process is permitted unless and until the Commission has consented in writing, at its absolute discretion, to the relevant communication.

9.5.2 The Commission may issue such communications and generate such publicity in relation to this process as it considers appropriate and without notice to Applicants. The Commission, in particular, has the right to publicise or otherwise disclose to any person information regarding this process, the identity of the Applicants (including the identity of their members and sub-contractors), shortlisted Applicants, the process or the award of the Agreement (including, without limitation, details of the contract price) at any time.

9.6 Errors

9.6.1 If an Applicant discovers any error or omissions or lack of clarity in the Competition Documents, the Applicant must immediately notify the Commission in writing of such error, omission or lack of clarity which will be resolved by the Commission in such manner as it considers appropriate.

9.7 No Warranty and Termination

9.7.1 The publication of the Competition Documents does not warrant or imply that any Applicant will be awarded the Contract or any Applicant will be awarded the Contract on any particular conditions.

9.7.2 The Commission reserves the right, for any reason whatever at its absolute discretion (in accordance with applicable law):

- to re-run parts or all of its process (including with amendments);
- to amend the Minimum Requirements, Selection Criteria, Award Criteria or Service Requirement;
- to reject any and all Applications;
- not to proceed with any evaluation and/or negotiations;
- not to select any Applicant or Application;
- not to provide an Applicant with any additional information;
- not to implement any arrangement contemplated by the Competition Documents;

- to withdraw from discussions;
- to suspend the process or discussions;
- not to award any Contract;
- to procure the Services by alternative means; and/or
- to terminate the Competition Documents, the process and/or the competition at any time and without reason.

9.8 Own Costs

9.8.1 Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an Application or in participating in this process and Competition. The Commission is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application, the participation in this competition or otherwise. Further, the Commission is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by the Commission.

9.9 Exclusion of Liability

9.9.1 No representation, warranty or undertaking, express or implied, in respect of any error or misstatement by or on behalf of the Commission is made or given to any Applicant and no responsibility or liability is accepted by Commission for the accuracy or completeness of the Competition Documents or omissions from them. Any and all liability and/or loss of any nature whatever and however arising (including liability and/or loss in any way resulting from the process and Competition which arises out of the Competition Documents) is hereby expressly disclaimed and excluded by the Commission, including as a result of flaws in the process. This Section 9.9 operates to the fullest extent permitted by applicable law.

9.10 No Contract

9.10.1 The Commission is under no obligation to award the Contract to the lowest priced, most economically advantageous, or any Application it may receive.

9.11 Own Advice

9.11.1 Applicants are responsible for obtaining their own financial, taxation, legal, technical, investment and other appropriate advice, and undertaking their own due diligence, in relation to this process, the Competition Documents, the Services, Contract and all information provided or made available to them, at their own cost and expense.

9.12 Legal Obligations

9.12.1 No contractual obligations in relation to the Services, the process and/or the competition on the part of the Commission will arise unless and until an agreement has been entered into, formally executed in writing and delivered between the Commission and the Service Provider and any conditions precedent to such have been fulfilled. Legal and contractual obligations are imposed on Applicants who download or respond to the Competition Documents and the Commission reserves the right to enforce such obligations. However, the Competition Documents do not give rise to any enforceable contractual obligations against the Commission and no collateral contract is entered between the Commission and any Applicant in such respect.

9.13 Waiver

9.13.1 The failure or neglect by the Commission to enforce any provision of the Competition Documents is not (and will not be deemed to be) a waiver of that provision and does not prejudice the Commission's right to take subsequent action in respect of such provision.

9.13.2 Subject to compliance with applicable law, the Commission reserves the right, at its absolute discretion, to accept or reject any or all Applications and/or to waive any irregularity, non-compliance or informality in any Application or failure to comply with a timeline.

9.14 Timelines

9.14.1 The Commission has the right, at its absolute discretion and subject to applicable law, to extend or waive any of the timelines specified in the Competition Documents. The Commission may, at its absolute discretion and subject to applicable law, give (or not give) notice to Applicants of any such extensions or waivers.

9.15 Amendments

9.15.1 The Commission reserves, at its absolute discretion, the right, at any time until the conclusion or termination of the process, to amend or modify any documents, information, data, procedures, the Services, rules and/or timelines in or related to the Competition Documents or process in any respect by way of clarification, addition, deletion or otherwise. The Commission will inform Applicants of any such amendments or modifications, if appropriate.

9.16 Conclusion of Process

9.16.1 The process and the competition will be concluded when the Service Provider has been awarded the Contract, have entered into and delivered it and the Contract has come into force (and any conditions precedent to the effectiveness of them have been fulfilled), or if the process and Competition is terminated by the Commission in accordance with the provisions of the Competition Documents.

9.17 Governing Law

9.17.1 The Competition Documents and any matter related to or in any way connected with the Competition Documents and this process are governed by and construed in accordance with Irish law and subject to the exclusive jurisdiction of the Irish courts.

Appendix 1: Application Format

The Contract and the Services will be conducted in the English language and all deliverables must be submitted in English.

The Application should comprise the following documents:

- Acceptance Certificate (see Appendix 3)
- Article 45 Certificate (see Appendix 4)
- Declaration of Compliance with Minimum Requirements (see Appendix 6)
- Pre-Qualification Questionnaire (see Appendix 5)
- Tender (see Appendix 7)
- Statements required regarding Conflicts of Interest (see Section 4.4)

The above documents must be separated with clearly marked divisions to facilitate easier accessibility and referencing.

The specific information to be included in the PQQ and Tender are identified in the Appendices referred to above.

Please carefully review the requirements of the ITT.

In creating your Application, it is in your interest to tailor it to respond to the various requirements and criteria identified in the ITT, particularly the Minimum Requirements, Selection Criteria and Award Criteria.

Appendix 2: Marking Scheme

Applications which are assessed against the Selection Criteria and Award Criteria will be marked against each of those criteria using the marking scheme set out below.

Applicants will be given a percentage score against each of the Selection Criteria or, as the case may be, Award Criteria set out in Section 8 in accordance with the following table. This is with the exception of the cost Award Criterion which will be marked as provided further below.

The percentage score awarded within each range will be determined as considered appropriate by the evaluation committee having regard to the description below and the Applicant's response to the relevant criterion.

Percentage Score	Meaning
0	No answer provided or Applicant completely fails to fulfil the criteria.
1-20%	Poor: Application significantly fails to fulfil the criteria or the Application contains significant shortcomings or inconsistencies.
21 – 40%	Substandard: Application does not FULLY fulfil the criteria: the Application only partially fulfils the criteria.
41 – 60%	Fair: Application fulfils the criteria in most material respects, but is lacking or inconsistent in others.
61 – 80%	Acceptable: Application adequately fulfils the criteria in all material respects but does not give the Commission a high level of confidence that it has done so.
81 – 100%	Good: The Application is so complete and detailed that it gives the Commission a high level of confidence that the Application completely fulfils the criteria.

The percentage score will then be multiplied by the marks available under the relevant Selection Criterion or, as the case may be, Award Criterion to give the score under the criterion concerned.

The marks awarded under the cost Award Criterion will be calculated in accordance with the following formula:

$$\text{Score for tender price N} = \frac{\text{Maximum points X Lowest TenderFee}}{\text{Tender Fee for N}}$$

Where:

“Tender Fee for N”, is the Tender Fee submitted by the relevant Applicant (N in the above example)²²;

Lowest Tender Fee, is the lowest Tender Fee received from the responsive valid Tenders.

Maximum points: 20 marks.

The Lowest Tender Fee is determined by reference to Applications which have not been rejected or failed to pass a particular stage of, or minimum score in, the evaluation process set out in Section 8.

There is no negative marking. Marks are awarded to two decimal points. There will be no rounding up or down of decimals.

In order to facilitate the evaluation, the Tender Fee will be computed on the basis set out in Section 7.1 of Appendix 7.

The above in no way gives rise to any suggestion, guarantee or warranty in respect of the volume, quantity or value of Services that may be drawn down by the Commission pursuant to the Contract.

The Commission reserves the right not to commission any Services under the Contract.

²² Please refer to Section 6.1 of Appendix 7.

Appendix 3: Acceptance Certificate

(Please sign and submit with PQQ and Tender)

I hereby agree and declare for and on behalf of the Applicant entity identified below that:

- it has taken account of its obligations relating to employment protection and working conditions that are in force where the Services are to be provided when drawing up its Application; and
- it will comply with the obligations relating to employment protection and working conditions that are in force where the Services are to be provided, if selected to provide the Services.

In addition, I hereby agree and declare for and on behalf of the Applicant entity identified below that:

- such entity fully, unconditionally and irrevocably accepts the terms and conditions of the Competition Documents and is fully and legally bound thereby;
- to the best of its knowledge, the information submitted in the Application, and the documentation submitted with it, are correct and accurate and not misleading in any respect and all relevant information has been disclosed;
- any registerable interest (as defined in section 2 of the Ethics in Public Office Act 1995) involving an Applicant and the Commission (or their relatives) has been fully disclosed in the Application;
- any actual, potential or perceived conflicts required to be disclosed pursuant to Section 4.4 have been so disclosed;
- the contents of the Application is legally binding on the Applicant; and
- it unconditionally accepts the terms of the Contract in the form most recently circulated by the Commission.

Signed as an authorised signatory
for and on behalf of the Applicant
entity identified below
in the presence of:

Authorised Signatory: _____

Name: _____

Position (Job Title): _____

Applicant Entity: _____

Date: _____

Witness Name: _____

Appendix 4: Article 45 Certificate²³

THIS DECLARATION MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE APPLICANT

Name of Applicant:	
Address:	

1. On behalf of the above named organisation I hereby declare that none of the circumstances specified in Article 45 of Directive 2004/18/EC and Regulation 53 of SI 329 of 2006 apply to the above named organisation (except, if at all, to the extent indicated in the tables in 2 and 3 below).
2. Has your organisation or any director or partner or any other person who has powers of representation, decision or control in respect of your organisation been convicted of any of the following offences?

Answer Yes / No

No.	SECTION	YES	NO
		Please ✓	
A.	Participation in a criminal organisation (as defined in Article 2 of Council Joint Action 2008/841/JHA).		
B.	Corruption (as defined in Article 3 of the Council Act of 26 May 1997 and Article 2(1) of Council Joint Action 2003/568/JHA respectively).		
C.	Fraud (within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities).		
D.	Money laundering (as defined in Article 1 of Council Directive 2005/60/EC of 26 October 2005 on prevention of the use of the financial system for the purpose of money laundering).		

²³ Applicants which comprise a group or consortium are referred, in particular, to Section 4.1 of the ITT. Each member of the Applicant must execute this certificate.

3. Is any of the following true of your organisation? Answer Yes / No

No.	SECTION	YES	NO
		Please ✓	
A.	It is bankrupt or is being wound up, its affairs are being administered by the court, it has entered into an arrangement with creditors, it has suspended business activities or is in any analogous position arising from a similar procedure under national laws or regulation in this or any other jurisdiction.		
B.	It is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up, or under administration by the court, or for an arrangement with creditors, or of any other similar proceedings under national laws or regulations in this or any other jurisdiction.		
C.	It has been convicted of an offence concerning its professional conduct by a judgment which had the force of res judicata.		
D.	It has committed an act of grave professional misconduct in the course of your business or profession.		
E.	It has supplied information that is inaccurate or false in relation to the submission.		
F.	It has failed to fulfil its obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority.		
G.	It has failed to fulfil its obligations relating to the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority.		

I certify that the information provided above is accurate and complete to the best of my knowledge and belief and not misleading in any respect. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and/or future competitions.

Signature		Date	
Name		Position	
Phone		Email	
Entity/Company			

Appendix 5: Pre-Qualification Questionnaire

Each section of the Pre-Qualification Questionnaire must be separated with clearly marked tab dividers to facilitate easier accessibility and referencing.

Section 1: Applicant Details

Please complete the following tables:

Lead Firm Name:	
a) Your organisation is bidding to provide the Services required as an independent entity.	YES / NO (please delete)
b) Your organisation is bidding in the role of prime contractor and intends to use third party sub-contractors to provide some services.	YES / NO (please delete)
c) The Applicant is a consortium.	YES / NO (please delete)

If the Applicant is a consortium, joint venture or other arrangement, please complete the table below.

Please explain current legal form of consortium (i.e. incorporated / unincorporated joint venture / other).	
If the consortium is not currently incorporated, is it proposed to do so for the purposes of the Contract if successful?	YES / NO (please delete) If yes, please provide proposed details in respect of arrangement.
Are there any legal agreements between the consortium members?	YES / NO (please delete) If yes, please give details of the agreements:

Please indicate in the table below (by inserting the relevant company/organisation name) the identity and roles of each member (including the Lead Firm) and any proposed sub-contractors of the Applicant.

Organisation	
Lead Firm / Member / Sub-contractor of Applicant	
What Services will they directly deliver / proposed role and percentage involvement.	
Organisation	
Lead Firm / Member / Sub-contractor of Applicant	
What Services will they directly deliver / proposed role and percentage involvement.	

This section should be completed in respect of the Lead Firm of the Applicant, as well in respect of each member or sub-contractor of the Applicant.

Organisation Name	
Type of Organisation (e.g. limited / unlimited company, partnership, sole trader etc.)	
Address	
Town/City	
Postcode	
Country	
Website (if any)	
Contact Name	
Phone Number	
E-mail	

Please note that the Commission will generally only communicate with the contact of the Lead Firm.

Please disclose any information required pursuant to Section 4.4 of the ITT.	
Please disclose any information required pursuant to Section 4.7 of the ITT.	
Please disclose any information required pursuant to Section 6.5 of the ITT.	

Section 2: Maximum Fixed Fee

The Applicant must provide all of the services as detailed in the Service Requirement, Section 3 of this ITT, for a Fixed Fee of €330,000 or less, including all expenses. In this regard, please note how the marking scheme for the Cost Award Criterion (20 Marks maximum) influences the overall mark which may be awarded.

Section 3: Bankers letter – Minimum Requirement

Each member of the Applicant must, in order to pass this requirement, provide a letter from its current principal banker dated within the past 3 months stating that, to the best of its knowledge, this is the Applicant member's principal account and it is currently in good standing.

Applicants are required to self-certify that this requirement is met by submitting the Declaration in Appendix 6 in the first instance. No other information is required in this respect in the first instance.

Please see Sections 8.4 and 8.7 of the ITT for more information in this respect.

Section 4: Insurance – Minimum Requirement

The Applicant must, in order to pass this requirement, demonstrate that it has in place or available to it the minimum insurance required as set out in the table at Section 8.4.2.

Applicants are required to self-certify that this requirement is met by submitting the Declaration in Appendix 6 in the first instance. No other information is required in this respect in the first instance.

Please see Sections 8.4 and 8.7 of the ITT for more information in this respect.

Section 5: Economic and Financial Standing – Minimum Requirement

The Applicant must, in order to pass this requirement, demonstrate that it has sufficient economic and financial standing to meet its financial and economic obligations anticipated under the Contract and in respect of the Services over the full term of the Contract.

Applicants are required to self-certify that this requirement is met by submitting the Declaration in Appendix 6 in the first instance. No other information is required in this respect in the first instance.

Please see Sections 8.4 and 8.7 of the ITT for more information in this respect.

Section 6: Services of a similar nature, size and complexity – Selection Criteria

Demonstrate experience in the design and implementation of comparable Drive Testing programmes, for measuring and reporting on Radio and Quality of Service parameters of Mobile Networks.

To pass this requirement the Applicant must demonstrate that it has in the past 5 years (from the date of the contract notice) provided (or is currently providing) services of a similar nature, size and complexity to the Service Requirement set out in section 3.2 of this ITT

This requires, in particular, evidence of experience in the design and implementation of comparable Drive Testing programmes for measuring and reporting on Radio and Quality of Service parameters of Mobile Networks. Such services must have included, at a minimum:

- a. the provision of secure, tested and calibrated hardware, all associated software and ancillary equipment for the implementation of the programme as applicable;
- b. an appropriate method of monitoring the Drive Testing programme as it progresses along the designated route;
- c. To detail the Tenderers experience in providing such services;
- d. The proposed members of staff including both their relevant experience and qualifications;
- e. the capability and redundancy in both resource and staff terms; and
- f. Present an actual report of a Drive Testing programme of similar complexity to that given in the Service Requirement Section 3 of the ITT.

Section 7: Experience, educational and professional qualifications of proposed personnel – Selection Criteria

The Applicant must demonstrate that its proposed personnel have the level of experience, educational and professional qualifications that are required to provide the Drive Testing Services on Mobile Networks

In order to meet this threshold, the Applicant must demonstrate that the proposed personnel collectively meet the following requirements:

- experience in the provision of services of a similar nature, size and complexity both on the design and implementation phases of the required services; and
- that the senior and intermediate level²⁴ proposed personnel include 'expert(s)' or 'specialist(s)',²⁵ in the field of Drive Testing programmes for measuring and reporting on Radio and Quality of Service parameters of Mobile Networks.

Note: the threshold is to demonstrate that the above requirements are met by the proposed personnel collectively – as a result, there is no requirement for each individual to meet all of the above requirements.

The required Services are described in Section 3.2 of this ITT.

²⁴ See Section 7.3 of Appendix 7 for the definition of these grades

²⁵ Expert or specialist in this context can apply to proposed personnel with extensive experience with services of a similar nature, size and complexity or proposed personnel with academic renown in the field.

Appendix 6: Declaration of Compliance²⁶

To Commission for Communications Regulation (ComReg)

I declare for and on behalf of the Applicant entity identified below that the Applicant meets the Minimum Requirements identified in Section 8.4 and Appendix 5 of the *ITT for the Provision of Bi-Annual Drive Testing Services, on Mobile Networks in Ireland*.

Furthermore, I will provide any required evidence to substantiate this declaration to the Commission within seven or less days to support this declaration when requested to do so.

It is understood that the Application may be rejected if, upon request, it does not demonstrate to the satisfaction of the Commission that the Minimum Requirements are all met.

Name of Company (Applicant entity) Tendering: _____

Postal Address: _____

Contact email address: _____

Signature: _____

Print name of signatory: _____

Capacity or Authority of signatory: _____

Dated the _____ day of _____ 2014

²⁶ Applicants which comprise a group or consortium are referred, in particular, to Section 4.1 of the ITT. Each member of the Applicant must execute this Declaration.

Appendix 7: Tender

Each section of the Tender must be separated with clearly marked tab dividers to facilitate easier accessibility and referencing.

Submitted Tenders should follow the following format:

Section 1: Demonstration of Understanding of the Subject Matter of the Service Requirement

The Applicant should detail its understanding of the subject matter of the Service Requirement in accordance with the following headings:

- a. The operation of the Irish telecommunications market including any forthcoming or projected changes as relevant to the provision of Bi-Annual Drive Testing Services, on Mobile Networks in Ireland within the period specified 2014-2016 inclusive. .
- b. The role of the Commission and its statutory functions, objectives and duties as it relates to the radio spectrum²⁷ and to include the Applicant's understanding of the relevant Irish regulatory landscape.
- c. Any relevant EC Decisions, European Conference of Postal and Telecommunications Administrations ('CEPT') Decisions/Reports etc. and any ongoing work relevant to the services²⁸ under consideration for this award process.
- d. Any issues addressed by the Commission in its MBSA²⁹ process and its Spectrum Strategy³⁰ which may be relevant to the provision of these services (insofar as is apparent from information in the public domain). **Please note** that response to this section should not include information that is not in the public domain.

²⁷ See in particular Annex 2 of the Commission's Document 13/05 and the Commission's Strategy Statement for Managing the Radio Spectrum 2011-2013 (Document 11/89).

²⁸ See Section 3 the Service Requirement of this ITT.

²⁹ See, in particular:

http://www.comreg.ie/radio_spectrum/consultations_and_associated_documents.713.1096.html and the Wireless Telegraphy (Liberalised Use and Preparatory Licences in the 800 MHz, 900 MHz and 1800 MHz Bands) Regulations 2012 (S.I. 251 of 2012).

³⁰ Commission Document 11/88 and Commission Document 11/89.

- e. Best practice in the provision of comparable services across Europe and internationally.
- f. Any other issues identified by the Applicant which are specific to this project.

Section 2: Proposal Theory

This criterion will assess the reasoning behind the choices made in the Applicant's proposal, in terms of call termination, duration, data file sizes and the methodology of dealing/quantifying uncertainties.

Section 3: Quality of the Applicant's proposed approach to the Service Requirement

- a. The Applicant should propose a project plan and timings with reference to the Service Requirement and indicative timelines set out in Section 3 the ITT¹⁷;
- b. The Applicant should set out its proposed project team (including identification of any proposed sub-contractors) to comprehensively meet the Service Requirement. The allocation of resources quality assessment will consider to what extent the Applicant has allocated specific responsibilities, roles and time commitments to personnel with the appropriate skills, experience and qualifications.¹⁸
- c. The Applicant should:
 - o Identify each of the proposed personnel, their specific responsibilities and proposed role, as well the proposed labour contribution of each such team member (in days).
 - o The project team proposal should also indicate each team member's expected availability throughout the duration of the project, a contingency plan and the identification of the person proposed to be the primary point of contact with the Commission.
 - o Describe how the allocation of these resources will contribute to a quality and cost efficient Service, including an explanation of the quality and benefits that each team member will bring to the assigned role having regard to their proposed time commitment. Applicants may refer to the relevant professional qualifications, skills and expertise of the proposed project and support personnel (including any sub-contractors proposed) in doing so.

d. The Applicant should set out a project communication plan to include:

- proposed meeting schedule and methodology; and
- nominated contact person.

The subsections above are intended to provide an explanation of what the Commission intends to consider under this criterion. The Commission will take a holistic approach in this respect and, as such, there are no sub-criteria or sub-weightings.

Please refer to Section 3.2 of ITT and Section 2 of Appendix 7 for further detail.

Section 4: Methodology of the Drive Test Programme

This criterion will holistically assess how the Applicant proposes to implement the Drive Test in practice. This will include an assessment of the approach to the following, in particular (though this is not exhaustive):

- Adequacy of calibration
- Log files generated
- Unforeseen circumstances such as due to equipment failure, accidents or inclement weather (including, but not limited to, the time to address such issues, consistency of measurements and work carried out)

Section 5: Approach to Report Delivery

This criterion will holistically assess the quality of the approach to report delivery.

This will include an assessment of a proposed report (an example should be given) by reference, in particular, to the following:

- Layout
- Detail
- Accuracy

It will also include an assessment of the oversight involved in its preparation, presentation and, if necessary, correction of a report.

Section 6: Value Added Proposal

This criterion will assess any value added work / offering out of scope of, but related to, the Service Requirement set out in Section 3.2 that will be carried out / provided at no additional charge.

Section 7: Cost

7.1 Fixed Fee:

Applicants must provide a single fixed price quotation based on the provision of all aspects of the Service Requirement for the six expected Drive Tests over the period 2014 to 2017 Inclusive. This Fixed Fee will apply under the Contract.

Payment of up to one sixth of the Fixed Fee will be made to the successful Applicant upon the delivery of each six monthly report, following any corrections and re-tests, as required by ComReg and on presentation of a valid invoice. ComReg, may at its discretion and, if prior notice of this is given in the Applicant's response to this ITT, allow for Initial Set up Costs, as per Section 3.8.3 of this ITT, to a maximum of one sixth of the Fixed Fee following execution of the Contract. The remainder of the Fixed Fee will be divided equally and payment made following invoicing on the basis of Section 3.8.4 of this ITT.

7.2 The Award Criterion for cost, that is the Fixed Fee, will be marked as per Appendix 2 of this ITT.

7.3 Daily Rates for Additional Services

Applicants must tender a notional fixed daily rate for any additional Services required under the Contract. This must be done using the Applicant's tendered daily rates. These daily rates will apply as the maximum daily rates for the purposes of any additional Services required under the contract beyond those covered within the Fixed Fee

Applicants must populate the following table:

Grade	Description	Tendered Daily Rate (8 hour day) (excluding VAT)
Junior	1 – 3 years post qualification experience	
Intermediate	4 – 7 years post qualification experience	
Senior	8 + years post qualification experience	
Total		

Appendix 8: Economic and Financial Standing

This Appendix sets out the approach to the financial and economic assessment of Applicants as provided for in Section 8.4.

The Applicant must demonstrate that it has sufficient financial and economic standing to perform and fulfil its obligations under the contract which is the subject of this competition. This is a minimum pass / fail requirement.

The Applicant will be deemed to have passed this minimum requirement if it receives a mark of “Acceptable” in this regard. It should be noted that the fact that the proposed Applicant satisfies the other requirements set out in Section 8.4 does not mean that it meets this minimum requirement.

The assessment, with respect to the Applicant, in relation to this minimum requirement will include an assessment of the economic and financial standing of all members of the Applicant collectively together, where applicable and subject to Section 4 of the ITT, with any third party which will provide a guarantee in relation to the Applicant’s performance of the contract. The economic and financial standing of subcontractors will not be taken into account in this assessment of the Applicant.

The following definitions will be used to determine, for each individual assessment, if the Applicant meets this minimum requirement:

“Acceptable” - Where the Applicant’s economic and financial standing is not “Unacceptable”.

“Unacceptable” - The assessment indicates a risk exists in terms of the Applicant’s capability of meeting the financial and economic obligations anticipated under the contract which is the subject of this competition.

The Commission will consider as a part of this assessment the information provided in response to the table below, together with any additional information that the Commission may request (including the specific additional information identified in the table, such as audited accounts / management accounts etc.).

The assessment of economic and financial standing may consider a number of financial indicators and a holistic approach will be adopted to the assessment in this respect. The assessment may, as appropriate, possibly include, for example, operating revenue, shareholder funds, profit margin before tax, liquidity ratios, gearing etc. The economic and financial standing of other group companies may in some cases be relevant where there are intra-group loans (or write-offs of loans) or general dependencies on the group as a whole or proposed guarantees. Other

information provided in response to this question may also be considered including additional information contained within the financial statements including post balance sheet events, contingent liabilities and provisions, and (where applicable) information regarding the Applicant's credit rating (including information in a credit rating report).³¹

A holistic approach will be taken to the evaluation of economic and financial standing for the purposes of this minimum requirement. No one financial indicator will be taken in isolation - an overall commercial judgment will be made by the Commission on the basis of the response.

Applicants, in the first instance, should submit the declaration at Appendix 6 confirming that it has sufficient financial and economic standing to perform and fulfil its obligations under the contract which is the subject of this competition.

Applicants, **upon request**, must promptly provide the Commission with the table below fully completed separately in respect of each relevant entity, together with any additional information that it may request for the purposes of assessing whether an Applicant meets the stated minimum requirements. The information provided must be representative, current, up-to-date and accurate as at the date of its submission to the Commission and not misleading as to the Applicant's economic and financial standing, and any other material information relevant to the Applicant's economic and financial standing must also be submitted by the Applicant.

If information submitted is not representative, current, up-to-date and accurate or is misleading in any respect, the Applicant must state this when providing the information and set out the correct position.

An Applicant may be rejected if it fails to provide any of the information requested by the Commission or required by this section of the Commission.

Financial Information				
1	What was your turnover in respect of comparable activities to the required Services in the last three	€..... for year ended --/--/- -	€..... for year ended --/--/- -	€..... for year ended --/-- /--

³¹ Applicants, by submitting an Application, consent to the Commission obtaining independent credit references from specialist third parties in relation to the Applicant's economic and financial standing (though the Commission is not obliged to get such references).

	financial years (if this applies)?			
2	What was your turnover across all areas in the last three financial years (if this applies)?	€..... for year ended --/--/- -	€..... for year ended --/--/- -	€..... for year ended --/-- /--
3	What was the pre-tax profit (or loss) for the last financial three years (if this applies)?	€..... for year ended --/--/- -	€..... for year ended --/--/- -	€..... for year ended --/-- /--
4	What was your net worth / shareholders funds (or net liabilities) at the date of the latest accounts?	€..... at --/--/--	€..... at --/--/--	€..... at --/--/--
5	What is your present cash and credit position?		€..... cash (overdraft) at --/--/--	Available credit facility €..... at --/--/--
6	Please identify any intra-group loans to or from your organisation (including the relevant other entity)?			
7(a)	Have the terms of all intra-group loans to or from your organisation been met during the past three financial years?			Yes / No
7(b)	If “No”, please provide details, what were the reasons, and what has been done to put things right?			
8(a)	Have any intra-group loans to or from your organisation been written off, in whole or in part, during the past three financial years?			Yes / No
8(b)	If “Yes”, please provide details, what were the reasons, and what has			

	been done to put things right?	
9(a)	Have the financial accounts for the most recent financial year been signed off by the directors and auditors?	Yes / No
9(b)	If no, please explain why not, providing full details.	
10(a)	Have there been any significant changes since the end of the last financial year and/or since the last set of financial accounts were signed off by the directors and auditors?	Yes / No
10(b)	If yes, please provide full details of the changes and their implications for your financial and economic standing.	
11(a)	Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?	Yes / No
11(b)	If "No", please provide details, what were the reasons, and what has been done to put things right?	
12(a)	Has your organisation met all its obligations to pay its creditors and staff during the past year?	Yes / No
12(b)	If "No", please provide details, what were the reasons, and what has been done to put things rights?	
13(a)	Do you intend to obtain / provide a parent company or other third party guarantee? Note: any guarantee must be on terms acceptable to the Commission. Also, note the Commission may assess the economic and financial standing of the guarantor on a similar basis to the Applicant.	Yes / No
13(b)	If yes, please state from whom and explain the relationship.	
14	What is the name and branch of your bankers (who may be asked to provide confirmation	Name:

	that all your accounts are in good standing)?		Branch:
			Contact details:
15(a)	Has the Applicant applied for a credit rating?		Yes / No
15(b)	If yes, please either (i) confirm that the application was rejected or (ii) provide this rating and any accompanying or relevant explanatory documents.		
16(a)	Are there any contingent liabilities or losses that are relevant to your overall financial performance whether stated in the audited accounts or otherwise?		Yes / No
16(b)	If yes, please fully disclose and explain (including cross-references to the accounts if applicable):		
17(a)	Is there any other material information relevant to your economic and financial standing that should be disclosed?		Yes / No
17(b)	If yes, please fully disclose and explain:		
18	Please confirm you will provide the following upon request:		
	(a)	A copy of your most recent audited accounts (for the last three years if this applies)?	Yes / No
	(b)	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading?	Yes / No
	(c)	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position?	Yes / No
	(d)	Management accounts current to the date of the request (and/or with future projections to a particular date)?	Yes / No
	(e)	If the accounts for the most recent financial year have not been signed off by the directors and/or auditors, the most recent draft	Yes / No

19		accounts.	
	Please confirm you will provide the following upon request in respect of any group companies and any proposed guarantor?		
	(a)	A copy of your most recent audited accounts (for the last three years if this applies)?	Yes / No
	(b)	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading?	Yes / No
	(c)	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position?	Yes / No
	(d)	Management accounts current to the date of the request (and/or with future projections to a particular date)?	Yes / No
	(e)	If the accounts for the most recent financial year have not been signed off by the directors and/or auditors, the most recent draft accounts.	Yes / No
	(f)	This table duly completed.	Yes / No
Important Note: The Commission may (but is not obliged to) reject an Applicant which fails to provide any of the information set out in this table (including the information that may be requested by the Commission as set out in questions 18 and 19).			

Appendix 9: Draft Contract

ComReg Doc No 14/XXXB