



MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION

INVITATION TO REGISTER INTEREST

AS

UNIVERSAL SERVICE PROVIDER

Ref: MCMC/ID/USDD(1)/U1/TC/05/17(06)

Date: 31 May 2017

CONTENTS

APPENDICES	4
ABBREVIATIONS	4
INTERPRETATION	6
1 BACKGROUND	7
2 GENERAL DESCRIPTION OF THE FACILITIES AND SERVICES TO BE PROVIDED	8
3 SCOPE OF WORK FOR PART 1	8
4 SCOPE OF WORK FOR PART 2	12
5 REGISTRATION OF INTEREST REQUIREMENTS.....	19
6 SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN.....	21
7 SCOPE OF THE DRAFT UNIVERSAL SERVICE PLAN.....	23
8 CLOSING DATE.....	29
9 MATTERS FOR CONSIDERATION IN APPROVING THE DRAFT UNIVERSAL SERVICE PLAN.....	29
10 CLAIM FOR PAYMENT	30
11 ADVANCE PAYMENT AND QUARTERLY PAYMENT(S).....	30
12 CLAIM SCHEDULE.....	32
13 PAYMENT IN CASE OF REVOCATION OF DESIGNATION OF DESIGNATED UNIVERSAL SERVICE PROVIDER.....	33
14 COMPLIANCE.....	34
15 PENALTIES	34
16 RIGHT TO ACCEPT ANY DRAFT UNIVERSAL SERVICE PLAN AND TO REJECT ANY OR ALL	36
17 IMPLEMENTATION OF THE APPROVED UNIVERSAL SERVICE PLAN.....	36
18 QUALITY OF SERVICE.....	36
19 TECHNICAL COMPLIANCE.....	37
20 AUTHORITY APPROVAL	37
21 SAFETY.....	38
22 EXTENSION OF TIME	38
23 PERFORMANCE BOND.....	39
24 EFFECT OF FORCE MAJEURE	39
25 SUPPLIED MATERIALS AND EQUIPMENT	40
26 OMISSIONS OR ERRORS	40
27 INSPECTION AND AUDIT	40
28 CLARIFICATIONS AND ENQUIRIES	41
APPENDICES	42
APPENDIX 1 – COVERAGE OBJECTIVE LIST.....	42

APPENDIX 2 – TECHNICAL SPECIFICATIONS FOR PART 1	48
APPENDIX 3 – TECHNICAL SPECIFICATIONS FOR PART 2	49
APPENDIX 4 – REGISTRATION OF INTEREST FORM.....	50
APPENDIX 5 – SUMMARY OF LICENSEE INFORMATION	51
APPENDIX 6 – TEMPLATE FOR SUMMARY OF TECHNICAL PROPOSAL	52
APPENDIX 7 – TEMPLATE FOR SUMMARY OF FINANCIAL PROPOSAL	54
APPENDIX 8 – TEMPLATE FOR DETAILS OF FINANCIAL PROPOSAL	56
APPENDIX 9 – TEMPLATE FOR STATEMENT OF COMPLIANCE.....	57
Appendix 10 – TEMPLATE FOR DECLARATION OF INTEGRITY	59

APPENDICES

Appendix 1	-	List of Universal Service Targets
Appendix 2	-	Technical Specifications for Part 1
Appendix 3	-	Technical Specifications for Part 2
Appendix 4	-	Registration of Interest Form
Appendix 5	-	Summary of Licensee Information
Appendix 6	-	Template for Summary of Technical Proposal
Appendix 7	-	Template for Summary of Financial Proposal
Appendix 8	-	Template for Details of Financial Proposal
Appendix 9	-	Template for Statement of Compliance
Appendix 10	-	Template for Declaration of Integrity

ABBREVIATIONS

3GPP	-	3 rd Generation Partnership Project
AA	-	Apparatus Assignment
AFS	-	Antenna Feeder System
BTS	-	Base Transceiver Station
C&S	-	Civil and Structure
c/w	-	Complete With
CD	-	Compact Disk
Cu	-	Copper
Dia	-	Diameter
HSPA	-	High Speed Packet Access
ID	-	Identification
kVA	-	Kilo Volt Amps
LAT	-	Latitude
LED	-	Light Emitting Diode
LOA	-	Letter of Award
LONG	-	Longitude
LOS	-	Line of Sight
LTE	-	Long Term Evolution
M&E	-	Mechanical and Electrical
MOCN	-	Multiple Operator Core Network
MORAN	-	Multiple Operator Radio Access Network
MSC	-	Mobile Switch Centre
NFP(I)	-	Network Facilities Provider Individual
NOC	-	Network Operation Centre
NSP(I)	-	Network Service Provider Individual
OMC	-	Operation and Maintenance Centre
PDH	-	Plesiochronous Digital Hierarchy
PE	-	Professional Engineer
PLMN	-	Public Land Mobile Network
PVC	-	Polyvinyl Chloride
QoS	-	Quality of Service
RAN	-	Radio Access Network
Ref	-	Reference
RF	-	Radio Frequency
RNC	-	Radio Network Controller

SESB	-	Sabah Electricity Sdn Bhd
SEB	-	Sarawak Energy Berhad
SMS	-	Short Message Service
SRSP	-	Standard Radio System Plan
SWG	-	Standard Wire Gauge
TNB	-	Tenaga Nasional Berhad
UMTS	-	Universal Mobile Telecommunications Service
USP	-	Universal Service Provision
UST	-	Universal Service Target

INTERPRETATION

Any terms or words used in this Invitation shall, unless expressly stated or if the context otherwise requires, shall have the same meaning as provided in the Communications and Multimedia Act 1998 (“Act”), the regulation(s) and/or the instrument(s) made under it.

- a. “3G” means UMTS HSPA compliant to 3GPP Release 8 or later.
- b. “4G” means LTE compliant to 3GPP Release 10 or later.
- c. “Approved Universal Service Plan” means a Draft Universal Service Plan that has been approved by the Commission as specified under regulation 8 of the USP Regulations.
- d. “Commission” means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998 [(Act 589)].
- e. “Designated Universal Service Provider” means any Licensee designated under regulation 9 of the USP Regulations pursuant to this Invitation.
- f. “Draft Universal Service Plan” means a draft of the Universal Service Plan submitted by a Licensee as specified under subregulation 6(2) of the USP Regulations.
- g. “Interested Licensee” means any person who holds an individual licence and interested to participate pursuant to this Invitation.
- h. “Licensee” means a person who either holds an individual licence, or undertakes activities which are subject to a class licence, granted under the Act.
- i. “Notification of Approval” means a notification of approval issued by the Commission pursuant to regulation 9 of the USP Regulations to the Designated Universal Service Provider, in respect of the Draft Universal Service Plan and designation of the Designated Universal Service Provider.
- j. “Official Notification” means the notification issued by Part 1 Designated Universal Service Provider to Part 2 Designated Universal Service Provider following the verification and validation exercise in respect of each Site.
- k. “Site” means locations stipulated in the **Appendix 1** of this Invitation.
- l. “Universal Service Plan” means a plan as specified under regulation 6 of the USP Regulations.
- m. “Universal Service Target or UST” means underserved area and/or for underserved group within the community.
- n. “USP Regulations” means the Communications and Multimedia (Universal Service Provision) Regulations 2002 [P.U.(A) 419/2002] (as amended by P.U (A) 258/2008).
- o. “Work” means the entire work to be undertaken and completed by the Designated Universal Service Provider.

SECTION I INTRODUCTION

1 BACKGROUND

- 1.1 The USP project is an ongoing effort to promote the widespread availability and usage of network services and applications services by encouraging the installation of tower and infrastructure and the installation of equipment and electronics and applications services in the USTs.
- 1.2 The Commission had, pursuant to subregulation 4(1) of the USP Regulations, issued and published notifications specifying the UST under Notification Ref. No: NT/USP/1/04, Ref. No: NT/USP/08/01, NT/USP/2/02 and NT/USP/01/11.
- 1.3 This Invitation is made pursuant to subregulation 3(1), 5(1) and 19(2) of the USP Regulations (“Invitation”) to invite the Interested Licensees to register their interest to be the universal service provider for the provision of **Ubiquitous Project under Phase 1 for the Public Cellular Services** (“U1 Project”) nationwide.
- 1.4 The U1 Project is an initiative undertaken by the Commission with the objective to expand broadband coverage nationwide in the USTs as part of the 11th Malaysia Plan (RMK-11) initiatives.
- 1.5 Under this Invitation, the provision of network services to be provided shall be voice and data services on 3G and 4G services using RAN sharing by the Designated Universal Service Provider.

SECTION II DESCRIPTION OF SCOPE OF WORK

2 GENERAL DESCRIPTION OF THE FACILITIES AND SERVICES TO BE PROVIDED

- 2.1 This Invitation is made with respect to the universal service provision objectives set out in subregulation 3(1) of the USP Regulations.
- 2.2 The list of the coverage objectives, grouped into **thirteen (13)** Clusters relevant to this Invitation and some relevant information in relation thereto, are contained in **Appendix 1** of this Invitation.
- 2.3 The facilities and services to be provided under this Invitation are divided into two (2) parts:
- (i) “Part 1”: Design, supply and installation of communication tower, infrastructure and ancillaries; and
 - (ii) “Part 2”: Design, supply, installation, testing, commissioning and operation of equipment and services related to providing 3G and 4G public cellular service under the concept of RAN sharing.
- 2.4 The scope of work for Part 1 and Part 2 are as set out in **Item 3** and **Item 4** of this Invitation respectively.
- 2.5 The Designated Universal Service Provider(s) for Part 1 and Part 2 for any one particular cluster, shall cooperate in good faith and provide reasonable assistance to each other in a timely manner to enable the implementation of the Approved Universal Service Plan. This includes sharing relevant information, avoiding unnecessary disputes and resolving differences and disputes promptly.

3 SCOPE OF WORK FOR PART 1

- 3.1 This scope of work shall describe the requirements, timeline, deliverables, documents and reports for Part 1 of this Invitation. The Interested Licensees shall understand, comply and fulfil all items specified.
- 3.2 The Part 1 Designated Universal Service Provider is responsible to design, supply, and install communication towers, infrastructure and ancillaries.
- 3.3 The coverage objectives for which the Work is to be carried out are as listed in **Appendix 1** of this Invitation.
- 3.4 The Part 1 Designated Universal Service Provider is required to review the Approved Universal Service Plan together with the Part 2 Designated Universal

Service Provider(s) to ensure that the Approved Universal Service Plan is consistent and agreed by the Part 2 Designated Universal Service Provider(s).

- 3.5 Notwithstanding **Item 3.4** above, subject to the Commission's approval, if the Site is found by the Part 1 Designated Universal Service Provider to be unsuitable, the Part 1 Designated Universal Service Provider may propose a change of the Site. The Part 1 Designated Universal Service Provider shall first attempt to identify a new site within two (2) kilometre radius from the Site which it considers suitable to meet the intended coverage objective with the same tower type and height as stated in **Appendix 1** of this Invitation.
- 3.6 If the coverage objective based on the proposed site location determined in **Item 3.5** above differs from the coverage objective in **Appendix 1** of this Invitation, the Part 1 Designated Universal Service Provider is required to notify the Commission on the new coverage objective based on the proposed site location.
- 3.7 In the event that the Commission shall so direct, the Part 1 Designated Universal Service Provider shall replace any coverage objective with other coverage objective at any location determined by the Commission.
- 3.8 The technical specifications for Part 1 is stipulated in **Appendix 2** of this Invitation ("Part 1 Technical Specifications"). The Interested Licensees shall understand and comply to all items specified in the Part 1 Technical Specifications.
- 3.9 The commencement date for Part 1 ("Part 1 Commencement Date") shall be determined by the Commission following the designation of the Part 1 Designated Universal Service Provider.
- 3.10 The maximum implementation period for Part 1 shall not exceed six (6) months from the Part 1 Commencement Date.
- 3.11 The Part 1 completion date ("Part 1 Completion Date") shall be on the date of the Official Notification served to the Part 2 Designated Universal Service Provider as referred to in **Item 3.23** below.
- 3.12 Interested Licensees shall propose detailed implementation timeline in its Draft Universal Service Plan.
- 3.13 In the event of delay in completing the U1 Project within the stipulated timeline, the Part 1 Designated Universal Service Provider shall notify the Commission and provide reason(s) for the delay. Upon receipt of the notice, the Commission may at its discretion, extend the implementation timeline.
- 3.14 Notwithstanding the extension granted in **Item 3.13** above, if the Commission is satisfied that the delay is caused by the Part 1 Designated Universal Service

Provider, the Part 1 Designated Universal Service Provider shall be subject to action(s) stipulated in **Item 15** of this Invitation.

3.15 The Part 1 Designated Universal Service Provider shall be responsible for, but not limited to the following:

- (i) Conduct Site survey and Site evaluation (subject to **Item 3.5**);
- (ii) Site acquisition (subject to **Item 3.5**);
- (iii) Obtain all the necessary approvals from all relevant authorities;
- (iv) Installation of tower, facilities and ancillaries in accordance with the Approved Universal Service Plan;
- (v) Verification and validation upon Site completion in accordance with the Approved Universal Service Plan;
- (vi) Handover the completed Site to Part 2 Designated Universal Service Provider; and
- (vii) Submission of completion report to the Commission.

3.16 The facilities to be provided shall include the following components:

No.	Category	Item
1	A	Self Supporting Tower
2		Fall Arrest System
3		Aviation Light
4		Lightning Protection System
5		Anti Climb System
6		Tower Vertical Cable Gantry
7		Tower Structure Foundation
8	B	Concrete Plinth for Outdoor BTS
9		Basic Grounding and Earthing Systems
10		Civil Works and Drainage System
11		Fencing System & Entrance Gate
12		Access Road

3.17 Within the project implementation timeline, the Part 1 Designated Universal Service Provider shall from time to time or upon request by the Commission submit a report on the progress of the implementation of the Approved Universal Service Plan.

3.18 Upon completion of construction of each Site, the Part 1 Designated Universal Service Provider shall conduct Site verification and validation exercise together with the Commission's authorized representative and the Part 2 Designated

Universal Service Provider. The Site verification and validation exercise methodology(s) shall be determined by the Commission.

- 3.19 During the verification and validation exercise, the Part 1 Designated Universal Service Provider shall verify the compliance of all items set out in the Approved Universal Service Plan and this Invitation.
- 3.20 Should there be any non-compliance and/or defect identified during the verification and validation exercise, the Part 1 Designated Universal Service Provider shall rectify the non-compliance and/or defect within a given timeline determined by the Commission.
- 3.21 Failure to rectify the non-compliance and/or defect within the given timeline, constitutes to non-compliance to the Approved Universal Service Plan and subject to action(s) stated in **Item 15** of this Invitation.
- 3.22 The Commission may conduct final inspection upon completion of the rectification work stated in **Item 3.20** above to ensure compliance to the Approved Universal Service Plan.
- 3.23 Upon the completion of verification and validation exercise in respect of each Site, the Part 1 Designated Universal Service Provider shall promptly issue the Official Notification to the Part 2 Designated Universal Service Provider in writing as part of the Site handover process; to allow the Part 2 Designated Universal Service Provider to implement its scope of work.
- 3.24 Prior to the fulfilment of **Item 3.23** above, the Part 1 Designated Universal Service Provider shall be responsible for the maintenance of relevant Site including but not limited to Site rental, security and/or any charges imposed by the relevant authorities.
- 3.25 Subsequent to the Official Notification referred to in **Item 3.23**, the Part 1 Designated Universal Service Provider is required to handover all relevant information and documentation which are necessary but not limited to, as-built drawing of the Site, tenancy agreement of the land, charges imposed by the relevant authorities, and information on warranty period to the Part 2 Designated Universal Service Provider within fourteen (14) days from the date of Official Notification.
- 3.26 Failure to handover all relevant information and documentation within the given timeline as stated in **Item 3.25** above, constitutes a non-compliance to the Approved Universal Service Plan and will be subject to action(s) stated in **Item 15** of this Invitation.
- 3.27 The Part 1 Designated Universal Service Provider shall be responsible to provide warranty for the items as stipulated in **Item 3.16** above as follows:

- (i) Category A: A period of warranty as provided by the tower manufacturer/supplier; and
 - (ii) Category B: A period of warranty for twelve (12) months from the date of the Official Notification served to the Part 2 Designated Universal Service Provider.
- 3.28 In addition to **Item 3.27** above, the Part 1 Designated Universal Service Provider shall immediately repair or replace any faulty items during the warranty period.
- 3.29 Failure to repair or replace any faulty items during the warranty period as stated in **Item 3.28** above, constitutes a non-compliance to the Approved Universal Service Plan and will be subject to action(s) stated in **Item 15** of this Invitation.
- 3.30 Notwithstanding **Item 3.27(i)** above, the Part 1 Designated Universal Service Provider may transfer the warranty provided by the tower manufacturer/supplier to the Part 2 Designated Universal Service Provider subject to mutual agreement by both parties.
- 3.31 In the interest of providing an economic trickle-down effect to the local and surrounding community, the Part 1 Designated Universal Service Provider should engage local contractors or suppliers in the implementation of the project to such extent possible. The Part 1 Designated Universal Service Provider shall provide background information of the appointed contractor or supplier in respect of the implementation of the project, if requested by the Commission.
- 3.32 The Part 1 Designated Universal Service Provider shall submit the completion report to the Commission within thirty (30) days following the completion of the verification and validation exercise and the Official Notification served to the Part 2 Designated Universal Service Provider.
- 3.33 Failure to submit the completion report within the given timeline as stated in **Item 3.25** above, constitutes a non-compliance to the Approved Universal Service Plan and will be subject to action(s) stated in **Item 15** of this Invitation.

4 SCOPE OF WORK FOR PART 2

- 4.1 This scope of work shall describe the requirements, timeline, deliverables, documents, reports and service for Part 2 of this Invitation. The Interested Licensees shall understand, comply and fulfil all items specified.
- 4.2 The Part 2 Designated Universal Service Provider is responsible to design, supply, install, integrate, test, commission and operate equipment and electronics related to providing 3G and 4G public cellular service under the concept of RAN Sharing.

- 4.3 The coverage objectives for which the Work is to be carried out are as listed in **Appendix 1** of this Invitation.
- 4.4 The Part 2 Designated Universal Service Provider is required to review the Approved Universal Service Plan together with the Part 1 Designated Universal Service Provider(s) to ensure that the Approved Universal Service Plan is consistent and agreed to by the Part 1 Designated Universal Service Provider(s).
- 4.5 Notwithstanding **Item 4.4** above, subject to the Commission's approval, if the Site is found by the Part 2 Designated Universal Service Provider to be unsuitable, the Part 2 Designated Universal Service Provider may propose a change of the Site. The Part 2 Designated Universal Service Provider shall first attempt to identify a new site within two (2) kilometre radius from the Site which it considers suitable to meet the intended coverage objective with the same tower type and height as stated in **Appendix 2** of this Invitation.
- 4.6 If the coverage objective based on the proposed site location determined in **Item 4.5** above differs from the coverage objective in **Appendix 1** of this Invitation, the Part 2 Designated Universal Service Provider is required to notify the Commission on the new coverage objective based on the proposed site location.
- 4.7 In the event that the Commission shall so direct, the Part 2 Designated Universal Service Provider shall replace any coverage objective with other coverage objective at any location determined by the Commission.
- 4.8 The usage of satellite connection shall not be considered in the proposed network design for any part of the transmission network in between the point of interconnect and the Site.
- 4.9 The technical specifications for Part 2 is stipulated in **Appendix 3** of this Invitation ("Part 2 Technical Specifications"). The Interested Licensees shall understand and comply to all items specified in the Part 2 Technical Specifications.
- 4.10 The commencement date for Part 2 ("Part 2 Commencement Date") shall be on the date to be determined by the Commission following the Official Notification in respect of each Site served by the Part 1 Designated Universal Service Provider as stated in **Item 3.23** of this Invitation.
- 4.11 The maximum implementation period for Part 2 Designated Universal Service Provider shall not exceed three (3) months from the Part 2 Commencement Date.
- 4.12 The completion date for Part 2 ("Part 2 Completion Date") shall be on the date determined by the Commission following services going on air.

- 4.13 Interested Licensee shall propose detailed implementation timeline in its Draft Universal Service Plan outlining when the requisite implementation activities will be completed in accordance to the scope of work. This will be the basis for the Commission to monitor the progress of work.
- 4.14 In the event of delay in completing the U1 Project within the stipulated timeline, the Part 2 Designated Universal Service Provider shall notify the Commission and provide reason(s) for the delay. Upon receipt of the notice, the Commission may at its discretion, extend the implementation timeline.
- 4.15 Notwithstanding the extension granted in **Item 4.14** above, if the Commission is satisfied that the delay is caused by the Part 2 Designated Universal Service Provider, the Part 2 Designated Universal Service Provider shall be subject to action(s) stated in **Item 15** of this Invitation.
- 4.16 The Part 2 Designated Universal Service Provider shall be responsible for, but not limited to the following:
- (i) Conduct Site survey and Site evaluation (subject to **Item 4.5**);
 - (ii) Site acquisition (subject to **Item 4.5**);
 - (iii) Application and installation of permanent power supply;
 - (iv) Network design;
 - (v) Installation of electronics equipment including backhaul;
 - (vi) Interoperability and integration with other networks;
 - (vii) Testing and commissioning;
 - (viii) Verification and validation upon Site completion in accordance with the Approved Universal Service Plan;
 - (ix) Submission of completion report to the Commission; and
 - (x) Operation and maintenance.
- 4.17 The Part 2 Designated Universal Service Provider shall provide uninterrupted permanent power supply from the power supply provider, i.e. TNB, SESB and SEB, including installation of any necessary infrastructure to ensure availability of services at all times.
- 4.18 The Part 2 Designated Universal Service Provider is responsible for the planning, design, and implementation in providing the services including the interworking and integration between network elements to ensure effective service delivery to the end user.

- 4.19 The Part 2 Designated Universal Service Provider shall ensure that the network and transmission must be capable and sufficient to support the required capacity for 3G and 4G services.
- 4.20 The Interested Licensees shall provide a detailed design of a RAN sharing solution system (“System”) that shall, but not limited to the following:
- (i) Use MORAN and/or MOCN solution that is capable of providing 3G and 4G services;
 - (ii) Support a minimum of four (4) public cellular network providers for provisioning of 3G and 4G services;
 - (iii) Support specifications, protocols, and relevant services currently being used and offered by public cellular network providers in Malaysia;
 - (iv) In the event that 4G service is unable to support voice calls and SMS messages, the System shall enable ‘Circuit Switched Fallback’ to support the required services; and
 - (v) The System under normal operation will be able to provide download throughput at a minimum of 20Mbps for any of the user in the coverage objective.
- 4.21 The Part 2 Designated Universal Service Provider is obligated to ensure compliance on the usage of spectrum frequency including the following:
- (i) Usage of the spectrum for the provision of the Work is allowed only after the issuance of the requisite Apparatus Assignment and/or Spectrum Assignment in accordance with the Act and the Communications and Multimedia (Spectrum) Regulations 2000;
 - (ii) Shall propose the most cost effective spectrum band in provisioning of public cellular services for the Commission’s approval pursuant to requirements stipulated in the relevant Standard Radio System Plan or guideline(s) issued by the Commission including any revision thereafter; and
 - (iii) Appropriate mitigation measures shall be taken to avoid or minimize the interference to the adjacent areas and overall cellular network efficiency.
- 4.22 The Part 2 Designated Universal Service Provider shall ensure that the electronic equipment installation is in accordance to the Approved Universal

Service Plan and Part 2 Technical Specifications as specified in **Appendix 3** of this Invitation.

- 4.23 The Part 2 Designated Universal Service Provider is required to submit all undertakings or duly signed and stamped partnership agreement between the Designated Universal Service Provider and the major public cellular network providers for the provision of 3G and 4G service through RAN Sharing.
- 4.24 The Interested Licensees shall provide detailed description of the proposed solution for interoperability and interconnection for the overall network which shall include but not limited to the following:
- (i) Site Location for point of interconnect;
 - (ii) The architecture of overall network connectivity;
 - (iii) Bandwidth Dimensioning;
 - (iv) Proposed network block diagram for RAN sharing system;
 - (v) Detailed network topology of the overall network, for each Site within the cluster(s); and
 - (vi) Proposed network equipment.
- 4.25 The Part 2 Designated Universal Service Provider shall make a written access request to network facilities provider(s) and network service provider(s) to gain access to their network facilities or network services to achieve the interoperability and interconnection for the RAN sharing services.
- 4.26 The Part 2 Designated Universal Service Provider shall propose the complete test procedures to be conducted during integration of RAN sharing infrastructure with the public cellular network providers. The test procedures shall include, but not limited to the following:
- (i) Connectivity Test;
 - (ii) Functionality Test;
 - (iii) Network Test; and
 - (iv) Service Test.
- 4.27 The above test will be conducted by the Part 2 Designated Universal Service Provider with individual public cellular network provider, and subsequently with all the public cellular network providers.
- 4.28 All related cost for the testing conducted as required in **Item 4.26 and Item 4.27** above shall be borne by the Part 2 Designated Universal Service Provider.

- 4.29 During the testing and any other procedures for the integration, the Part 2 Designated Universal Service Provider must ensure to undertake certain precaution methods to avoid severe impact that affects the subscribers of the public cellular network providers.
- 4.30 Following the accomplishment of the tests referred to in **Item 4.26** above, the Part 2 Designated Universal Service Provider shall obtain a written consent from the relevant public cellular network providers prior to service commissioning for each Site.
- 4.31 Within the project implementation timeline, the Part 2 Designated Universal Service Provider shall from time to time or upon request by the Commission submit a report on the progress of the implementation of the Approved Universal Service Plan.
- 4.32 Upon completion of each Site, the Part 2 Designated Universal Service Provider shall conduct Site verification and validation exercise together with the Commission's authorized representative.
- 4.33 During the verification and validation exercise, the Part 2 Designated Universal Service Provider shall verify the compliance of all items set out in the Approved Universal Service Plan and this Invitation.
- 4.34 Should there be any non-compliance and/or defect identified during the verification and validation exercise, the Part 2 Designated Universal Service Provider shall rectify the non-compliance and/or defect, before a final inspection is being done by the Commission. Failure to rectify the non-compliance and/or defect within a given timeline, constitutes a non-compliance to the Approved Universal Service Plan and will be subject to action(s) stated in **Item 15** of this Invitation.
- 4.35 The Part 2 Designated Universal Service Provider shall submit the completion report to the Commission following the completion of the verification and validation exercise.
- 4.36 The Part 2 Designated Universal Service Provider shall be responsible to provide operation and maintenance for three (3) years from the Part 2 Completion Date ("Operational Period") in respect of each Site, which includes, but not limited to the following:
- (i) Tenancy agreement and Site rental;
 - (ii) Any charges imposed by the relevant authorities;
 - (iii) Physical maintenance:
 - a. Site infrastructure.

- b. Facilities and its ancillaries as described in **Item 3.16** of this Invitation.
 - c. Electronic equipment for 3G and 4G services.
 - (iv) Network maintenance:
 - a. Transmission backhaul and/or transmission backhaul lease.
 - (v) Service maintenance;
 - a. Utility charges.
 - b. Power supply.
 - (vi) Preventive and corrective maintenance services including complaint handling and system restoration;
 - (vii) Managed services for the complete project;
 - (viii) Apparatus Assignment for backhaul transmission and use of spectrum for 3G and 4G services through arrangement with the relevant Spectrum Assignment holders, where applicable; and
 - (ix) Data centre lease services for hosting BSC and RNC (if applicable).
- 4.37 The Interested Licensees shall propose a comprehensive operational and maintenance plan which shall include the scope specified in **Item 4.36** above.
- 4.38 The Part 2 Designated Universal Service Provider shall ensure that the network services and interconnection with networks of other licensed service providers be made available at all times under any circumstances.
- 4.39 As described in **Item 3.27** and **Item 3.28** of this Invitation, the Part 1 Designated Universal Service Provider is responsible for the warranty of the installed infrastructure, facilities and its ancillaries, within the stipulated warranty period. Upon expiry of the said warranty, the Part 2 Designated Universal Service Provider shall immediately undertake the responsibility to maintain, rectify and/or replace the installed infrastructure, facilities and its ancillaries, including during the implementation period of Part 2 Designated Universal Service Provider and throughout the Operational Period.
- 4.40 In addition to **Item 4.39** above, in the event of vandalism, the Part 2 Designated Universal Service Provider shall be responsible to rectify and/or replace any affected facilities.
- 4.41 Within the Operational Period, the Part 2 Designated Universal Service Provider shall from time to time or upon request by the Commission submit operation and maintenance report in respect of each Site.

SECTION II
REGISTRATION OF INTEREST AND SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN

5 REGISTRATION OF INTEREST REQUIREMENTS

5.1 The Interested Licensees who wish to register their interest to become the Universal Service Provider pursuant to this Invitation shall hold the requisite licences with a minimum validity of sixty (60) days from the closing date as stated in **Item 8.1** of this Invitation, that enable them to carry out the scope of work under this Invitation within the scope of their licences and meet the requirements as specified below:

- (a) The Interested Licensees are required to hold:
 - (i) An NFP(I) licence for the scope of work in Part 1, under the Act, and is authorized to own or provide ALL of the following network facilities under regulation 19 of the Communications and Multimedia (Licensing) Regulations 2000, as amended:
 - i. Towers, poles, ducts and pits used in conjunction with other network facilities.
 - (ii) An NFP(I) and NSP(I) licence for the scope of work in Part 2 under the Act and is authorized to own or provide ALL of the following network facilities and services under regulation 19 and 20 of the Communications and Multimedia (Licensing) Regulations 2000, as amended:
 - i. The licensed area specified under both the NFP(I) licence and the NSP(I) licence of the licenses shall be within “Malaysia”; and
 - ii. The list of network facilities permitted in the licensee’s NFP (I) license shall include radio communications transmitters and links.
 - iii. There shall be no last mile limitation specified in the NFP (I) licence.
- (b) Notwithstanding the above, the Interested Licensees for Part 2 are required to have minimum five (5) years’ experience in public cellular service with good track records including USP projects.

- 5.2 Notwithstanding the above, to be eligible to register an interest, the Interested Licensees, upon the registration of interest shall not have any outstanding amount due to the Commission including but not limited to the followings:
- (a) any license fees due to the Commission under the Act;
 - (b) Universal Service Provision Fund (USP Fund) contribution;
 - (c) Spectrum Assignment fees; and
 - (d) Apparatus Assignment fees.
- 5.3 The Commission shall have the right to forfeit the registration or to disqualify the submission of the Interested Licensees who have failed to comply with the requirements stated in **Item 5.2** above.
- 5.4 For the purpose of this Invitation, the Commission has grouped the USTs into **thirteen (13)** clusters as stated in **Appendix 1** of this Invitation. The Interested Licensees may register interest to become the Universal Service Provider for:
- (a) “Part 1”: Design, supply and installation of communication tower, infrastructure and ancillaries; and/or
 - (b) “Part 2”: Design, supply, installation, testing, commissioning and operation of equipment and services related to providing 3G and 4G public cellular service under the concept of RAN sharing.
- for each of the cluster(s) of their choice.
- 5.5 The Interested Licensees may choose to register their interest to become the Universal Service Provider for:
- (a) any one (1) cluster; or
 - (b) two (2) or more clusters; or
 - (c) all clusters.
- of the USTs listed in **Appendix 1** of this Invitation.
- 5.6 For the avoidance of doubt, the Commission will not accept registration of interest for part of a cluster or any combination of clusters which includes a part of a cluster. Similarly, in relation to the scope of work, the Commission will only accept registration of interest for:
- (a) The entire of Part 1; or
 - (b) The entire of Part 2; or

(c) Both Part 1 and Part 2.

- 5.7 The Interested Licensees shall register their interest with the Commission by completing the form enclosed in **Appendix 4** of this Invitation i.e. the Registration of Interest Form.
- 5.8 The submission of the duly completed Registration of Interest Form shall be made in accordance with **Item 8.1** of this Invitation.

6 SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN

- 6.1 Pursuant to subregulation 6(1) and 7(2) of the USP Regulations, the Interested Licensees that registered their interest will be legally obliged to submit their Draft Universal Service Plan(s) for their scope of work and cluster(s) and any further information requested by the Commission.
- 6.2 The submission of the Draft Universal Service Plan (s) shall be based on the requirements stipulated in this **Item 7** below.
- 6.3 The Interested Licensee who fails to comply with subregulation 6(1) or 7(2) commits an offence under regulation 39 of the USP Regulations and shall on conviction be subjected to penalty stated in **Item 15.6** of this Invitation.
- 6.4 The Draft Universal Service Plan(s) shall be based on the Interested Licensees' registration of interest.
- 6.5 Subject to **Item 6.4** above, the Interested Licensees shall separate the binding for each part of each cluster. Each part will then be further divided into two (2) separate documents as follows:
- (i) technical proposal; and
 - (ii) financial proposal.
- 6.6 For the avoidance of doubt, the Commission will not accept the submission of any Draft Universal Service Plan(s) for part of a cluster or any combination of clusters which includes a part of a cluster. Similarly, in relation to the scope of work, the Commission will only accept submissions of the Draft Universal Service Plan(s) for the entire of Part 1, or Part 2 or both Part 1 and Part 2.
- 6.7 Each technical and financial proposal mentioned above in **Item 6.5** above, shall be submitted in duplicate, and the hard copies of the Draft Universal Service Plan(s) shall be marked as follows:
- (i) one (1) copy to be marked "ORIGINAL";

- (ii) one (1) copy to be marked “COPY”;
 - (iii) all pages of the financial proposal of the Draft Universal Service Plan shall be duly initialled and affixed with a rubber stamp of the Interested Licensee;
 - (iv) all pages of the technical proposal of the Draft Universal Service Plan shall NOT bear the Interested Licensee’s name, logo and stamp; and
- 6.8 In the event of discrepancies, the document marked “ORIGINAL” shall prevail.
- 6.9 For ease of reference, the pages for the Draft Universal Service Plan shall be numbered in the following format: “(Page number) of (Total number of pages).
- 6.10 The submission of the Draft Universal Service Plan shall be accompanied by one (1) one-off document which shall consist of the following:
- (i) Cover letter signed by the Chief Executive Officer or any other person authorised by the Interested Licensee;
 - (ii) Company profile;
 - (iii) Licensee’s information and other supporting documents as detailed out in **Appendix 5** of this Invitation;
 - (iv) Duly signed Statement of Compliance as detailed in **Appendix 9** of this Invitation;
 - (v) Duly signed Declaration of Integrity as detailed in **Appendix 10** of this Invitation; and
- 6.11 The submission of the Draft Universal Service Plan(s) shall be enclosed in a separate sealed envelope(s) and super scribe as follows:
- (i) Technical Proposal: (Cluster No. #/Scope of Work: Part #) and 1 “Technical” CD;
 - (ii) Financial Proposal: (Cluster No. #/ Scope of Work: Part #) and 1 “Financial” CD; and
 - (iii) One-off document as per **Item 6.10** above with 1 soft copy in CD.
- 6.12 All submissions of the Draft Universal Service Plan(s) shall be prepared in the prescribed format and properly put in box(es) marked with A4 size label:
- (i) the Commission’s Invitation reference (INVITATION REF. NO.: MCMC/ID/USDD(1)/U1/TC/05/17(06) at the top left hand corner of the box(es);

- (ii) the description “SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN - (Cluster No. #)” at the central position of two sides the box(es); and
 - (iii) “SUBMITTED BY: (Name of Licensee)” at the central bottom position of the box(es).
- 6.13 All documents mentioned above, including any appendices annexed thereto, shall be taken as mutually explanatory of each other.
- 6.14 The Interested Licensees shall be deemed to have examined and understood all information and documents comprised in this Invitation.
- 6.15 All costs and expenses associated with and necessary for the preparation and submission of the Draft Universal Service Plan shall be borne by the Interested Licensees.
- 6.16 All corrections, changes, alterations and/or any other amendments whatsoever made in the Draft Universal Service Plan shall be initialled and affixed with the Interested Licensee’s company stamp.
- 6.17 All documents which form part of the Draft Universal Service Plan(s) shall be properly and securely bound.
- 6.18 Handbooks and any other literature, if any, shall be bound in separate covers.
- 6.19 The submission of the Draft Universal Service Plan(s) shall be made in accordance with **Item 8.1** of this Invitation.

7 SCOPE OF THE DRAFT UNIVERSAL SERVICE PLAN

- 7.1 The Draft Universal Service Plan(s) to be submitted by the Interested Licensees for both scope of work, shall contain the following information (as may be applicable):
- (a) the coverage objectives (name of villages, settlement areas, plantations, highways, population etc.) within the UST to which the universal service plan applies to;
 - (b) the exact location of the Site within the Universal Service Target, to be submitted in geographical coordinate in decimal format (Latitude/Longitude WGS84) with Site name, address; and
 - (c) a detailed description of the infrastructure and/or equipment to be installed at the Site as follows:

- (i) a detailed description of Site infrastructure and ancillaries including access road to be provided at the Site (applicable for Part 1);
 - (ii) the source of permanent power supply for each Site; i.e. TNB, SESB, SEB. (applicable for Part 2);
 - (iii) a detailed description of cellular and other related equipment to be installed at the Site, together with Malaysian Standard Type-Approval details (applicable for Part 2);
 - (iv) a detailed of network facilities and network services with contingency plan must be established to facilitate for emergency preparedness in the event of a regional, national or international disaster such as flood;
 - (v) detailed information and location of the existing network infrastructure, facilities and/or services owned or provided by the Interested Licensee within the UST and its adjacent areas; and
 - (vi) a detailed Site design and network configuration to be deployed within the UST. The Interested Licensee shall have due regard to maximizing the use of existing network infrastructure and facilities in a cost-effective manner; under such circumstances, this should reflect the incremental capital cost;
- (d) the project implementation timeline for the provision of the public cellular services indicating Site planning, design, acquisition, approvals, procurement of materials, installation, testing and commissioning;
 - (e) the capital cost (CAPEX) for the installation of network facilities or the provision of network services within the UST(s);
 - (f) the operational and maintenance cost (OPEX) for the facilities, equipment and services associated with the Approved Universal Service Plan as stipulated in **Item 4.36** of this Invitation for the period of three (3) years from the Part 2 Completion Date; (applicable for Part 2);
 - (g) Cost information stated in **Item 7.1(e)** and **7.1(f)** above must include all breakdown, complete computation and nett figure for the total costs without any form of conditional discounts or options. If conditional discounts or options are provided, the Commission reserves the right to disqualify the submission of the Draft Universal Service Plan;

- (h) the arrangement of the sharing of network facilities and network services with other licensees;
- (i) the details of RAN sharing solution for 3G and 4G services proposed by Interested Licensees with guidelines and standard principles (applicable for Part 2);
- (j) the Designated Universal Service Provider have to ensure that the facilities and services are continuously available for use in the UST(s) for three (3) years i.e. the Operational Period (applicable for Part 2);
- (k) information on project management team of the Interested Licensee for the UST which include names, designation, address, contact numbers etc.;
- (l) Information on the Interested Licensee's and the collaboration partner's (if applicable) track record and relevant experience related to public cellular projects for the past five (5) years. The Interested Licensee should also:
 - (i) include information on its current projects;
 - (ii) distinguish their experiences as a contractor and as a network facilities provider; and
 - (iii) specify the number of towers owned or provided by the Interested Licensee in the state where the UST is located.

7.2 The format of the Draft Universal Service Plan in relation to both scope of work in Part 1 and Part 2 shall be as follows:

(a) Technical Proposal for Part 1

SECTION	DESCRIPTION
SECTION A	EXECUTIVE SUMMARY OF (CLUSTER #), PART 1
	Overview of the technical proposal
SECTION B	TECHNICAL PROPOSAL OF (CLUSTER #), PART 1
B1	Summary of Technical Proposal <ul style="list-style-type: none"> • Refer to Appendix 6 for summary proposal template
B2	Details of Technical Proposal <ol style="list-style-type: none"> 1. Site A (Site ID & Coverage Objective) <ul style="list-style-type: none"> • Details of Technical Proposal <ul style="list-style-type: none"> ○ Site ID ○ Coverage objectives ○ Site location (Long/Lat) ○ Site layout

SECTION	DESCRIPTION
	<ul style="list-style-type: none"> ○ Details of supplier for materials and equipment ○ Implementation timeline ○ Others (Please specify) <p>2. Site B (Site ID & Coverage Objective)</p> <ul style="list-style-type: none"> ● Details of Technical Proposal (as may be applicable) <ul style="list-style-type: none"> ○ Site ID ○ Coverage objectives ○ Site location (Long/Lat) ○ Site layout ○ Details of supplier for materials and equipments ○ Implementation timeline ○ Others (Please specify) <p>3. Site...<i>(for the remaining sites within the cluster)</i></p>
SECTION C	OTHER INFORMATION
	<p>1. Track record and relevant experience related to public cellular projects.</p> <p>2. Number of towers owned or provided by the Licensee in the state where the universal service target is located.</p> <p>3. Brief Information on Project Management team and the contractors/subcontractor(s) that the Licensees intend to use.</p> <p>4. A copy of CIDB Grade 7 (G7) certificate (if any).</p> <p>5. Other information deemed necessary.</p>

(b) Technical Proposal for Part 2

SECTION	DESCRIPTION
SECTION A	EXECUTIVE SUMMARY OF (CLUSTER #), Part 2
	Overview of the technical proposal
SECTION B	TECHNICAL PROPOSAL OF (CLUSTER #), Part 2
B1	<p>Summary of Technical Proposal</p> <ul style="list-style-type: none"> ● Refer to Appendix 6 for summary proposal template
B2	<p>Details of Technical Proposal</p> <p>1. Site A (Site ID & Coverage Objective)</p> <ul style="list-style-type: none"> ● Details of Technical Proposal <ul style="list-style-type: none"> ○ Site ID ○ Coverage objectives ○ Site location (Long/Lat) ○ Information on existing facilities and/or services

SECTION	DESCRIPTION
	<ul style="list-style-type: none"> ○ Equipment type, configuration & capacity ○ Details of supplier for materials and equipment ○ Implementation timeline ○ Others (Please specify) <p>2. Site A (Site ID & Coverage Objective)</p> <ul style="list-style-type: none"> • Details of Technical Proposal <ul style="list-style-type: none"> ○ Site ID ○ Coverage objectives ○ Site location (Long/Lat) ○ Information on existing facilities and/or services ○ Equipment type, configuration & capacity ○ Details of supplier for materials and equipment ○ Implementation timeline ○ Others (Please specify) <p>3. Site...(for the remaining sites within the cluster)</p>
B3	<ol style="list-style-type: none"> 1. Comprehensive details of RAN Sharing solution for 3G and 4G services. (as per Item 4) 2. Proposed Network Block Diagram for RAN Sharing System. (as per Item 4) 3. Network Topology of Interoperability and interconnection for the overall network (Microwave & Fiber) for every cluster. (as per Item 4.24) <ul style="list-style-type: none"> ○ Site name ○ Location of Point of Interconnect ○ Location of RNC ○ Bandwidth Dimensioning for each link ○ Others (please specify) 4. Proposed comprehensive operations and maintenance plan. (as per Item 4.36)
SECTION C	OTHER INFORMATION
	<ol style="list-style-type: none"> 1. Track record and relevant experience related to public cellular projects. 2. Number of towers owned or provided by the Licensee. 3. Location and resource strength of Network Operation Centre (NOC). 4. Information on Project Management team and the contractors/subcontractor(s) that the Licensees intend to use. 5. Information on network optimization team and operations and maintenance team 6. Other information deemed necessary.

(c) Financial Proposal for Part 1

SECTION	DESCRIPTION
SECTION A	EXECUTIVE SUMMARY OF (CLUSTER #), Part 1
A	Overview of financial proposal
SECTION B	FINANCIAL PROPOSAL OF (CLUSTER #), Part 1
B1	Summary of Financial Proposal. Refer to Appendix 7 for summary proposal template duly signed and stamped by the Chief Financial Officer (CFO) or authorized board member.
B2	<ol style="list-style-type: none"> 1. Site A (Site ID & Coverage Objective) <ul style="list-style-type: none"> • Details of Financial Proposal – please complete the relevant Bill of Quantity as provided in Appendix 8 for each site. 2. Site B (Site ID & Coverage Objective) <ul style="list-style-type: none"> • Details of Financial Proposal – please complete the relevant Bill of Quantity as provided in Appendix 8 for each site. 3. Site... (for the remaining sites within the cluster)
SECTION C	OTHER INFORMATION
	Other information deemed necessary

(d) Financial Proposal for Part 2

SECTION	DESCRIPTION
SECTION A	EXECUTIVE SUMMARY OF (CLUSTER #), Part 2
A	Overview of financial proposal
SECTION B	FINANCIAL PROPOSAL OF (CLUSTER #), Part 2
B1	Summary of Financial Proposal Refer to Appendix 7 for summary proposal template duly signed and stamped by the Chief Financial Officer (CFO) or authorized board member.
B2	<ol style="list-style-type: none"> 1. Site A (Site ID & Coverage Objective) <ul style="list-style-type: none"> • Details of Financial Proposal – please complete the relevant Bill of Quantity as provided in Appendix 8 for each site. 2. Site B (Site ID & Coverage Objective) <ul style="list-style-type: none"> • Details of Financial Proposal – please complete the relevant Bill of Quantity as provided in Appendix 8 for each site. 3. Site... (for the remaining sites within the cluster)

SECTION	DESCRIPTION
SECTION C	OTHER INFORMATION
	Other information deemed necessary

8 CLOSING DATE

- 8.1 All Interested Licensees shall submit the duly completed Registration of Interest Form as enclosed in **Appendix 4** of this Invitation TOGETHER WITH the Draft Universal Service Plan(s) in the manner prescribed in **Item 6** of this Invitation on or before **12:00pm Monday, 17 July 2017** at:

Malaysian Communications and Multimedia Commission (MCMC) (Old Building)
Off Persiaran Multimedia
63000 Cyberjaya
(Attn.: Tender Secretary)

- 8.2 The submission of the duly completed Registration of Interest Form without the Draft Universal Service Plan(s) or vice versa shall be deemed an invalid submission by the Interested Licensee.
- 8.3 The Commission will NOT ACCEPT any submission made by way of email, fax, mail and/or other means.

9 MATTERS FOR CONSIDERATION IN APPROVING THE DRAFT UNIVERSAL SERVICE PLAN

- 9.1 The Commission will consider the matters specified in regulation 7 of the USP Regulations and all information included in the Draft Universal Service Plan(s) in deciding whether or not to approve the Draft Universal Service Plan(s).
- 9.2 In addition to those matters, the Commission will also consider factors including, but not limited to the following:
- (a) the Interested Licensee's financial capacity and capability to implement its Draft Universal Service Plan(s);
 - (b) the Interested Licensee's track record and relevant experience related to USP projects; and
 - (c) the Interested Licensee's track record and relevant experience related to public cellular projects.

SECTION IV PAYMENT FROM THE USP FUND

10 CLAIM FOR PAYMENT

- 10.1 The Designated Universal Service Provider is entitled to claim its costs pursuant to subregulation 19(2) of the USP Regulations, more particularly the avoidable cost as specified in Table A of the Schedule in the USP Regulations. The Designated Universal Service Provider is advised to refer to Part V and Table A of the Schedule in the USP Regulations in relation to the costing and claim for universal service provision.
- 10.2 In essence, 'avoidable cost' means the costs that a Designated Universal Service Provider would avoid if it had not been required to provide facilities and services in a UST and for purposes of this Invitation.
- 10.3 It is an obligation on every Designated Universal Service Provider to submit, not later than 31 March of the relevant calendar year(s), a written claim to the Commission in accordance with regulation 20 of the USP Regulations for the cost of universal service provision for the previous calendar year. Interested Licensees are reminded that this obligation is applicable notwithstanding any payments that may be made by the Commission under regulation 12 or 20A of the USP Regulations.
- 10.4 A Designated Universal Service Provider should submit the claims using the claims form that will be provided by the Commission and to be submitted together with necessary documents.
- 10.5 Payment will be made upon a duly verified claim less any payments already made under regulation 12 or 20A of the USP Regulations not later than thirty (30) days from the date of the verification is completed by the Commission.

11 ADVANCE PAYMENT AND QUARTERLY PAYMENT(S)

Advance Payment

- 11.1 The Commission may, under regulation 12 of the USP Regulations, consider making an advance payment to a Designated Universal Service Provider towards the capital cost of implementation of the universal service plan approved pursuant to this Invitation ("Advance Payment"). A Designated Universal Service Provider may submit its written application for Advance Payment to the Commission for its consideration.

Quarterly Payment(s)

- 11.2 The Commission may under regulation 20A of the USP Regulations, consider making quarterly payments to a Designated Universal Service Provider for the capital costs and/or operating and maintenance expenses of implementing the Approved Universal Service Plan (“Quarterly Payment”). A Designated Universal Service Provider may submit its written application for Quarterly Payment(s) to the Commission for its consideration.

Obligation to refund

- 11.3 In the event that a Designated Universal Service Provider receives payment under Regulation 12 and/or 20A of the USP Regulations of a total amount which exceeds the cost incurred for a calendar year that it is entitled to claim pursuant to this Invitation, the Designated Universal Service Provider is required under Regulation 21A of the USP Regulations to refund to the Commission the monies paid in excess in accordance with the notice that the Commission may issue.
- 11.4 A Designated Universal Service Provider who fails to comply with the notice issued by the Commission commits an offence under subregulation 21A (2) of the USP Regulations and shall on conviction be subject to the penalty specified in **Item 15.6** of this Invitation.

12 CLAIM SCHEDULE

12.1 Notwithstanding the above, the Commission reserves its rights to impose the following claim schedule:

12.1.1 Claim schedule for Part 1:

No.	Claim (%)	Description	Conditions
1.	15	Advance Payment Claim	Submission of written claim shall be upon: (a) Receipt of Designated Universal Service Provider's acceptance of the Notification of Approval; and (b) Acceptance of the Performance Bond by the Commission's authorized representative.
2.	35	First Progress Payment Claim	Submission of written claim shall be upon: (a) Commencement of second segment of tower erection work; and (b) The acceptance of all relevant initial approvals by the relevant authorities report in respect of each site by the Commission's authorized representative
3.	40	Second Progress Payment Claim	Submission of written claim shall be upon: (a) The acceptance and endorsement of the completion report in respect of each site by the Commission's authorized representative
4.	10	Final Payment Claim	Submission of written claim shall be upon: (a) The expiry of the warranty described in Item 3.27(ii) of this Invitation; and (b) Subject to the Commission's acceptance of all relevant final approvals by the relevant authorities

12.1.2 Claim schedule for Part 2:

No	Claim (%)	Description	Conditions
1. Capital Expenditure (“CAPEX”)			
1.	15	Advance Payment Claim	Submission of written claim shall be upon: (a) Receipt of Designated Universal Service Provider’s acceptance of the Notification of Approval; and (b) Acceptance of the Performance Bond by the Commission’s authorized representative.
2.	75	First Progress Payment Claim	Submission of written claim shall be upon services at UST(s) is confirmed on air.
3.	10	Final payment Claim	Submission of written claim shall be upon: (a) The acceptance and endorsement of the completion report in respect of each site by the Commission’s authorized representative.
2. Operational Expenditure (“OPEX”)		Quarterly Claim [throughout the period of three (3) years]	Subject to the operation and maintenance cost for the period of three (3) years from the Part 2 Completion Date as described in Item 4.12 of this Invitation.

13 PAYMENT IN CASE OF REVOCATION OF DESIGNATION OF DESIGNATED UNIVERSAL SERVICE PROVIDER

13.1 The Designated Universal Service Provider revoked under subregulation 16(1) of the USP Regulations, shall not be paid any cost and expenses incurred as set out in the Approved Universal Service Plan unless the Designated Universal Service Provider has reimbursed the Commission:

- (a) Overpaid monies under regulation 21A of the USP Regulations;
- (b) Any payments due under subregulation 16(6)(b) of the USP Regulations;
- (c) All costs incurred in restoring services in the UST(s); and
- (d) Any other costs duly incurred by the Commission.

SECTION V COMPLIANCE

14 COMPLIANCE

- 14.1 This section emphasizes the Designated Universal Service Provider's adherence to the guidelines and requirements in the provisioning of the U1 Project including but not limited to the compliance to the Approved Universal Service Plan, this Invitation, and the Act.
- 14.2 The Interested Licensees shall submit a duly signed Statement of Compliance as provided in **Appendix 9** of this Notification with no prejudice to the Commission upon the submission of the Draft Universal Service Plan declaring the Interested Licensee's commitment towards compliance of **item 14.1** above.
- 14.3 The failure to comply with **Item 14.1** shall result in the Designated Universal Service Provider committing an offence whereby upon conviction, action(s) as stipulated in **Item 15** of this Invitation may be taken towards the Designated Universal Service Provider by the Commission.

15 PENALTIES

- 15.1 In the event of non-compliance as described in **Item 14.3** above, the Designated Universal Service Provider may be imposed with the followings:
- (i) Liquidated damages;
 - (ii) Withdrawal of the Performance Bond;
 - (iii) Withhold payment claim;
 - (iv) General penalty under the USP Regulations; and/or
 - (v) Revocation of designation pursuant to the USP Regulations.
- 15.2 The Commission at its discretion may impose liquidated damages in respect of the non-compliance by the Designated Universal Service Provider at the rate five percent (5%) per week, for a maximum of two (2) weeks, of the value of the total approved cost.
- 15.3 Subject to **Item 15.2** above, the Commission may impose the liquidated damages through monetary deduction(s) out of the total approved cost and/or impose payment being made to the Commission from the Designated Universal Service Provider.

- 15.4 Notwithstanding **Item 15.3** above, in the event of non-compliance by the Designated Universal Service Provider, the Commission at its discretion may drawdown from the Performance Bond submitted by the Designated Universal Service Provider at a sum to be determined by the Commission. Upon the drawdown, the Designated Universal Service Provider shall replenish within thirty (30) days the Performance Bond to the minimal level required as stated in **Item 23.1** of this Invitation.
- 15.5 The Commission at its discretion may withhold any payment(s) due to the non-compliance by the Designated Universal Service Provider.
- 15.6 Pursuant to the USP Regulations, the Interested Licensee and/or Designated Universal Service Provider shall on conviction be liable to the general penalty provided under the USP Regulations which i.e. a maximum fine of RM300,000.00 or imprisonment for a maximum term of three (3) years or both.
- 15.7 Subject to regulation 16 of the USP Regulations, the Commission may revoke the designation of the Designated Universal Service Provider in any of the following circumstances:
- (i) the Designated Universal Service Provider has failed to comply with the Approved Universal Service Plan;
 - (ii) a receiver or liquidator has been appointed for the Designated Universal Service Provider;
 - (iii) a petition for the winding up of the Designated Universal Service Provider has been presented against the Designated Universal Service Provider in a court of competent jurisdiction or a resolution for its voluntary winding up has been passed;
 - (iv) the Designated Universal Service Provider ceases to carry on its business; or
 - (v) the revocation is in the public interest.

SECTION VI GENERAL TERMS & CONDITIONS

16 RIGHT TO ACCEPT ANY DRAFT UNIVERSAL SERVICE PLAN AND TO REJECT ANY OR ALL

16.1 The Commission reserves the right to accept or reject any Draft Universal Service Plan and reject all Draft Universal Service Plan(s) at any time prior to the notification of the Commission's decision without thereby incurring any liability to the affected Interested Licensee(s) or any obligation to inform the affected Interested Licensee(s) of the grounds for the Commission's action.

17 IMPLEMENTATION OF THE APPROVED UNIVERSAL SERVICE PLAN

17.1 The Designated Universal Service Provider is reminded that in the event the Commission approves the Draft Universal Service Plan(s) submitted under this Invitation, the Designated Universal Service Provider will be subject to an obligation under subregulation 11(1) of the USP Regulations to comply with the Approved Universal Service Plan(s).

17.2 The Designated Universal Service Provider who fails to comply with subregulation 11(1) of the USP Regulations commits an offence under regulation 39 of the USP Regulations and shall on conviction be liable to a maximum fine of RM300,000.00 or imprisonment for a maximum term of three (3) years or to both.

18 QUALITY OF SERVICE

18.1 The Part 2 Designated Universal Provider shall be responsible to guarantee the quality of service and service availability to the end users at each Site complies to the relevant mandatory standards, consumer codes or other regulatory instruments for quality of services issued under the Act, throughout the Operational Period.

18.2 Notwithstanding **item 18.1** above, the quality of public cellular services including the signal level and signal quality to be provided by the Part 2 Designated Universal Service Provider shall comply with the following Commission Determinations:

- (i) **Commission Determination on the Mandatory Standards for Quality of Service (Public Cellular Service), Determination No. 1 of 2015; and**
- (ii) **Commission Determination on the Mandatory Standards for Quality of Service (Wireless Broadband Access Service), Determination No. 1 of 2016.**

- 18.3 Failure to comply with **items 18.1 and 18.2** above constitutes a non-compliance to the Approved Universal Service Plan and shall be subject to action(s) stated in **Item 15** of this Invitation.
- 18.4 Any upgrading throughout the Operational Period to fulfil the above requirement shall be borne by the Part 2 Designated Universal Service Provider at no additional cost to the Commission.

19 TECHNICAL COMPLIANCE

- 19.1 The Designated Universal Service Provider shall be solely responsible for the correct design and configuration of the network facilities, equipment and services offered as per the submitted Draft Universal Service Plan. Spectrum used for the equipment shall comply with the Standard Radio System Plan (SRSP) and any other relevant standards as and when required by the Commission.
- 19.2 If subsequent modifications or changes are necessary for the network facilities, equipment and services to function in accordance with the specifications, the Designated Universal Service Provider shall bear the additional cost involved in modifying the equipment and no such claims from the USP Fund shall be allowed.

20 AUTHORITY APPROVAL

- 20.1 The Designated Universal Service Provider shall be responsible to obtain the necessary approvals from the state authority, local authority, electrical authority or other relevant authority (if applicable) before commencing the Work.
- 20.2 The Designated Universal Service Provider shall be solely responsible for any failure to obtain the necessary approvals including any additional costs to comply with the authority's requirements.
- 20.3 The Designated Universal Service Provider will be responsible for any additional costs incurred to ensure infrastructure and services continue to be available in the event a change of Site location is required as a result of the Designated Universal Service Provider non-compliance to the authority's requirements.

21 SAFETY

21.1 The Designated Universal Service Provider shall:

- (a) be responsible to take all reasonable steps at all times to ensure the safety of persons and property at the Site;
- (b) enforce and take all reasonable steps to cause compliance of all safety measures for workmen, contractors and all other persons at the Site as stipulated in all relevant safety-at-work legislation and regulations; and
- (c) indemnify and keep indemnified, protect and defend at its own cost and expense, the Commission and its authorized officers from and against all actions, claims and liabilities arising out of acts done, omission or breach of any conditions in this Invitation by the Designated Universal Service Provider, its employees or its agents.

22 EXTENSION OF TIME

22.1 Notwithstanding anything contained in the USP Regulations where a time period is specified under the USP Regulations, or in any request by the Commission for an act to be done or a condition to be fulfilled, the Designated Universal Service Provider may request for an extension of time in writing, pursuant to regulation 38 of the USP Regulations, and the Commission may grant such extension of time as it deems fit.

22.2 Extension of time may be given to the Designated Universal Service Provider upon request and subject to confirmation by the Commission if the completion of the Work is likely to be delayed or has been delayed beyond the date for completion as stated in the Approved Universal Service Plan and implementation timeline of this Invitation due to any or more of the following events:

- a) force majeure as provided in **Item 24** of this Invitation; or
- b) exceptionally inclement weather.

22.3 **PROVIDED ALWAYS** that the Designated Universal Service Provider has taken all reasonable steps to avoid or reduce such delay and shall do all that may be reasonably required to proceed with the Work.

22.4 **PROVIDED THAT** all such delays are not due to any negligence, default or breach of the terms and conditions in the Notification of Approval by the Designated Universal Service Provider.

23 PERFORMANCE BOND

- 23.1 A Designated Universal Service Provider is required to submit a Performance Bond in the form of Bank Draft or Bank Guarantee issued by a local licensed financial institution under the Financial Services Act 2013 prior to the implementation of the Approved Universal Service Plan(s). The Performance Bond is equivalent in value of ten (10%) of the approved total cost.
- 23.2 The Performance Bond shall be kept valid from the Commencement Date until the Completion Date of the Work.
- 23.3 Should the Performance Bond lapse or expire for any reason whatsoever, the Designated Universal Service Provider shall be subject to action stipulated in **Item 15.5** of this Invitation, until such time a valid Performance Bond is submitted and accepted by the Commission.
- 23.4 Notwithstanding the above, in the event that the Designated Universal Service Provider is revoked pursuant to the USP Regulations, the said Performance Bond or any balance thereof shall be forfeited.

24 EFFECT OF FORCE MAJEURE

- 24.1 An "Event of Force Majeure" is an event beyond the control for the delay of the scope of work for of Part 1 and/or Part 2, which are:
- a) war (whether declared or not), hostilities, invasion, act of foreign enemies;
 - b) insurrection, revolution, rebellion, military, or usurped power, civil war, terrorism;
 - c) natural catastrophe including but not limited to earthquakes, floods, subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
 - d) nuclear explosion, radioactive or chemical contamination or radiation (unless caused by the negligence act, omission or default of the workmen, contractors and all other persons at all times during the execution of the Work;
 - e) pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds; and

- f) riot, commotion or disorder, unless solely restricted to employees of the workmen, contractors and all other persons for the execution of the Work.

25 SUPPLIED MATERIALS AND EQUIPMENT

- 25.1 The Designated Universal Service Provider shall ensure that all items to be used in the provision of universal service in the UST shall be of the highest quality, fit for the purpose which they are intended and be free from defects arising out of faulty design, faulty and inferior material or faulty workmanship.
- 25.2 All items supplied shall be genuine, newly manufactured/factory fresh (i.e. not second hand, reconditioned and/or used items).
- 25.3 The Designated Universal Service Provider shall state the country of origin, place of manufacture and the registered name and address of manufacturer in their draft universal service plans. All equipment proposed is required to be in line with the Malaysian Standards type-approved.

26 OMISSIONS OR ERRORS

- 26.1 The Designated Universal Service Provider is advised to study all terms, conditions and specifications very carefully and to make all necessary Site survey, clarification etc., before finalizing their Draft Universal Service Plan under the USP Regulations.
- 26.2 The Designated Universal Service Provider shall be solely responsible for all such omissions/errors without any additional cost chargeable to the Commission. The Commission reserves the right not to entertain any request for variation of price(s) or submission of additional quotes for items left out in the original Draft Universal Service Plan on the grounds of lack of knowledge, oversight etc.

27 INSPECTION AND AUDIT

- 27.1 The Commission shall have the right to inspect and verify that all obligations due from the Designated Universal Service Provider is fully complied with. The inspection and verification of the universal services provisioning may include:
 - a) Technical Audit
 - (i) Conducting a physical verification at the Site that the items and services are delivered according to the quantities, locations, timelines and specifications as contained in the Approved Universal Service Plan.

b) Commercial Audit

- (i) Verifying all relevant supporting documents submitted by the Designated Universal Service Provider in their claims for net universal service costs.

28 CLARIFICATIONS AND ENQUIRIES

- 28.1 It is anticipated that some matters may have to be clarified following the evaluation of the submission and during the early stages of installation of the equipment. In this respect, the Commission reserves the right to issue written clarification on the specifications to formalize its requirements more precisely.
- 28.2 By registering its interest and submitting its Draft Universal Service Plans, the Interested Licensee is deemed to consent to the use of any of the information in the Draft Universal Service Plans or part thereof by the Commission for any purpose whatsoever.
- 28.3 Should there be a need to seek clarification and additional information regarding this Invitation, all inquiries shall be directed to Secretary of the Tender Committee via email at tender@cmc.gov.my.

All relevant enquiries pertaining to this Invitation should reach the Commission **on or before 3 July 2017 at 5.00pm.**

APPENDICES

(Which are to be taken and construed as an essential part of this invitation)

APPENDIX 1 – COVERAGE OBJECTIVE LIST

Cluster 1

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1J001	Kg Bukit Bendar	Johor	Bukit Kepong	2.34759	102.87334	45	>200
2	U1J002	KOA Punan	Johor	Mersing	2.43014	103.54427	76	>100
3	U1J003	Kg Teriang Kecil	Johor	Mersing	2.64017	103.69636	76	>100
4	U1J004	Jalan Mersing - Endau_1	Johor	Mersing	2.52977	103.78368	45	Federal trunk road
5	U1J005	Jalan Jemaluang	Johor	Kota Tinggi	1.87624	103.92573	45	<100
6	U1J006	Jln Lombong	Johor	Kota Tinggi	1.80920	103.84531	60	<100
7	U1J007	Jalan Tg Balau_3	Johor	Kota Tinggi	1.69057	104.19936	45	>100
8	U1J008	Kg Sungai Pacat	Johor	Kota Tinggi	1.46250	104.09731	76	<100
9	U1J009	Kg Linting	Johor	Kota Tinggi	1.48239	104.06074	60	>300
10	U1J010	Kg Nior	Johor	Kota Tinggi	1.46827	104.04930	76	>100
11	U1J011	Kg Parit Sulaiman	Johor	Pontian	1.43845	103.45941	45	>200
12	U1J012	Kg Haji Ashari	Johor	Pontian	1.41401	103.45886	45	<100
13	U1J013	Kg Buloh Kasap	Johor	Pontian	1.39941	103.48464	45	<100

Cluster 2

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1K001	Kg Belukar Mulong	Kedah	Padang Terap	6.33799	100.52193	76	<100
2	U1K002	Kg Sukamari	Kedah	Padang Terap	6.00274	100.70271	60	>200
3	U1K003	RISDA Bkt Perak	Kedah	Pendang	5.95835	100.59939	60	<100
4	U1K004	Kg Kuala Cham	Kedah	Sik	5.89479	100.63545	45	>500
5	U1K005	Kg Teluk Sg Durian	Kedah	Baling	5.71287	100.92558	76	>200
6	U1K006	Ldg Kim Seng, Batu 5	Kedah	Baling	5.58899	100.70934	60	>200
7	U1K007	Kg Kuala Bakung	Kedah	Baling	5.55310	100.67474	60	>100
8	U1K008	Kg Tanah Licin	Kedah	Sidam Kiri	5.57282	100.60450	60	>200
9	U1K009	Kg Lesong 7	Kedah	Sidam Kanan	5.52833	100.59467	60	>200
10	U1K010	Air Terjun Junjong	Kedah	Junjung	5.27758	100.56184	60	<100

Cluster 3

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1D001	Kg Kala 1	Kelantan	Gua Musang	5.03745	101.98421	76	<100
2	U1D002	Kg Kala 2	Kelantan	Gua Musang	5.05509	101.97567	76	<100
3	U1D003	Kg Rabbana	Kelantan	Jeli	5.71007	101.81495	60	>200
4	U1D004	Kg Pangkal Jenerih	Kelantan	Machang	5.70564	102.18734	76	>500
5	U1D005	Kg Pangkal Meleret	Kelantan	Machang	5.75418	102.19447	76	>300
6	U1D006	Kg Maka	Kelantan	Machang	5.82661	102.16784	76	>200
7	U1D007	Kg Kubang Tebit	Kelantan	Machang	5.87840	102.18852	60	>200
8	U1D008	Kg Tengah	Kelantan	Tanah Merah	5.87815	102.15830	60	>200
9	U1D009	Kg Permatang Rambai	Kelantan	Pasir Putih	5.84033	102.32679	60	>500

Cluster 4

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1D010	Kg Batu Karang	Kelantan	Pasir Mas	5.96393	102.08488	60	>100
2	U1D011	Kg Kubang Nyior	Kelantan	Pasir Mas	5.99238	102.15366	60	>200
3	U1D012	Gual Pasong Hantu	Kelantan	Pasir Mas	5.98552	101.99168	45	<100
4	U1D013	Kg Gual Periuk	Kelantan	Pasir Mas	6.02066	102.01425	45	>500
5	U1D014	Gual Tok Deh	Kelantan	Pasir Mas	6.04571	102.01598	45	>500
6	U1D015	Kg Serongga Repeh	Kelantan	Pasir Mas	6.02343	102.06434	60	>100
7	U1D016	Kg Bkt Perdah	Kelantan	Pasir Mas	6.08029	102.05692	45	>200
8	U1D017	Kg Alor Jambu	Kelantan	Bachok	6.09631	102.35600	60	>500
9	U1D018	Kg Kuau	Kelantan	Bachok	6.03812	102.38326	60	>300

Cluster 5

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1N001	Kg Chelogeh	Negeri Sembilan	Lengeng	2.89601	101.94176	60	<100
2	U1N002	Kg Ulu Klawang	Negeri Sembilan	Hulu Kelawang	2.87694	102.01868	60	>200
3	U1N003	KOA Kelaka	Negeri Sembilan	Hulu Kelawang	2.89678	102.04011	76	>100
4	U1N004	KOA Ayer Persom	Negeri Sembilan	Jempol	2.66538	102.36710	76	<100
5	U1N005	KOA Sunggala	Negeri Sembilan	Jempol	2.47020	101.87670	45	>200
6	U1N006	Kg Tengah	Negeri Sembilan	Gemencheh	2.54486	102.41132	45	>200
7	U1N007	Kg Mantai	Negeri Sembilan	Ayer Kuning	2.45258	102.46899	60	>200
8	U1N008	KOA Tebong Pasir	Negeri Sembilan	Tebong	2.48948	102.35942	76	<100
9	U1N009	Kg Pondo	Negeri Sembilan	Tebong	2.48990	102.32680	76	>500

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
10	U1N010	KOA Bukit Kepong	Negeri Sembilan	Si Rusa	2.46811	101.93117	60	>200

Cluster 6

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1C001	Keratong 8	Pahang	Rompin	2.95878	102.99071	45	>300
2	U1C002	Felda Keratong 5	Pahang	Rompin	2.90824	102.92047	60	>500
3	U1C003	Felda Keratong 2	Pahang	Rompin	2.91807	102.86807	60	traffic
4	U1C004	Ladang Sg Seraya	Pahang	Rompin	2.90213	102.80205	60	>200
5	U1C005	Agropolitan Chemomoi	Pahang	Bentong	3.20732	102.25317	76	>500
6	U1C006	Simpang Bukit Mendi	Pahang	Bera	3.16716	102.38842	60	>500
7	U1C007	Felda Bukit Mendi	Pahang	Bera	3.19389	102.30962	76	>200
8	U1C008	Felda Mengkuang	Pahang	Bera	3.20138	102.37934	60	>500
9	U1C009	Kg Sg Tuang	Pahang	Bera	3.22420	102.35236	76	>200
10	U1C010	Felda Bukit Puchung	Pahang	Bera	3.23414	102.32377	76	>500
11	U1C011	Kg Alor Ara	Pahang	Pekan	3.46556	103.40176	60	>200
12	U1C012	Kg Langgar	Pahang	Pekan	3.54115	103.34810	60	>200
13	U1C013	Felda Bukit Sagu	Pahang	Kuantan	3.92517	103.22153	60	>100

Cluster 7

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1C014	Kg Charuk Puting	Pahang	Bera	3.40930	102.51134	60	>500
2	U1C015	Kg Bolok Hilir	Pahang	Temerloh	3.53472	102.14732	60	>500
3	U1C016	Kg Embun	Pahang	Maran	3.51739	102.55865	60	>500
4	U1C017	Kg Bukit Dinding	Pahang	Jerantut	3.81706	102.37077	60	>200
5	U1C018	SMK Pulau Tawar	Pahang	Jerantut	3.87780	102.43121	60	>100
6	U1C019	Kg Pasir Durian	Pahang	Jerantut	4.09245	102.33006	60	>200
7	U1C020	Kg Labu	Pahang	Jerantut	4.16941	102.37307	76	>200
8	U1C021	Taman Dato Tg Paris	Pahang	Batu Talam	4.02536	101.78185	76	>500
9	U1C022	Ulu Atok	Pahang	Sega	4.05498	101.92889	76	>300
10	U1C023	Kg Ridan	Pahang	Lipis	4.06228	102.25698	60	>200
11	U1C024	Kg Sg Lik	Pahang	Lipis	4.09115	102.20722	60	>200
12	U1C025	Agropolitan Gahai	Pahang	Lipis	4.24172	101.84269	60	>500
13	U1C026	Kg Gua Kalung	Pahang	Lipis	4.62624	101.99069	76	<100

Cluster 8

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1A001	Kg Telok Batu	Perak	Hulu Perak	5.10833	100.98027	45	>200
2	U1A002	Kg Kelubong	Perak	Sungai Tinggi	4.56816	100.67652	45	>200
3	U1A003	Kg Gelung Pepuyu	Perak	Sitiawan	4.47245	100.80225	60	>200
4	U1A004	Matang Kunda	Perak	Bagan Datuk	3.96388	100.75742	60	>100
5	U1A005	Kg Sungai Baru	Perak	Rungkup	3.91949	100.71553	60	>500
6	U1A006	Kg Tebuk Imam Tasir	Perak	Rungkup	3.88632	100.74164	45	>200
7	U1A007	Kg Sg Batang	Perak	Rungkup	3.89200	100.78167	45	>500
8	U1A008	Kg Parit 4 Sg Sumun	Perak	Hutan Melintang	3.87703	100.84012	45	>500
9	U1A009	Parit 9	Perak	Hutan Melintang	3.86764	100.86481	45	>200
10	U1A010	Parit 19	Perak	Hutan Melintang	3.87024	100.90047	45	>100

Cluster 9

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1S001	Ladang STS Agricultural	Sabah	Nabawan	4.73516	116.48675	76	>200
2	U1S002	Jalan Batu 63 Nabawan-Sapulot	Sabah	Nabawan	4.79939	116.50386	76	>200
3	U1S003	Kg Tilis	Sabah	Tenom	4.78315	115.89394	76	>500
4	U1S004	Kg. Katubu	Sabah	Tenom	4.85833	115.98265	45	>100
5	U1S005	Skim Mesej Ulu Patian	Sabah	Tenom	4.87291	115.95076	60	>300
6	U1S006	Kg Bamban	Sabah	Tenom	5.00098	115.89364	45	>200
7	U1S007	Kg Mandalom Baru	Sabah	Tenom	5.08032	115.98560	60	>500
8	U1S008	Kg Kalanyaan	Sabah	Tenom	5.19886	116.04417	45	>500
9	U1S009	Kg Pengalat	Sabah	Tenom	5.29141	115.99666	45	>500
10	U1S010	Kg Tepoh	Sabah	Tenom	5.31315	116.00022	60	>500
11	U1S011	Kg Sinua Sook	Sabah	Keningau	5.49031	116.58693	60	>500
12	U1S012	Jalan Kimanis-Keningau_1	Sabah	Papar	5.45807	116.02681	76	<50
13	U1S013	Skim Mesej Kg Kinolosodon	Sabah	Papar	5.49652	115.98900	76	>200

Cluster 10

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1S014	Pulau Sebatik Kg Tamang	Sabah	Tawau	4.25715	117.69592	60	>300
2	U1S015	Pulau Sebatik Sg Limau	Sabah	Tawau	4.17188	117.81564	60	>500
3	U1S016	Kg Sungai Udin -Tanjong Batu	Sabah	Tawau	4.42832	117.70995	45	>1,000

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
4	U1S017	Blok 31 Jln N Queen Hill	Sabah	Tawau	4.30118	118.05939	45	>1,000
5	U1S018	Kg Bukit Qouin - Ladang Sg Kawa	Sabah	Tawau	4.38667	118.04130	45	>1,000
6	U1S019	Pulau Bum Bum - Kg Igang-Igang	Sabah	Semporna	4.46914	118.70531	60	>500
7	U1S020	Pulau Bum Bum - Kg Kabimbangan	Sabah	Semporna	4.48518	118.68187	60	>500
8	U1S021	Kg Sungai Atas	Sabah	Kunak	4.66296	118.25534	60	>500
9	U1S022	Kg Kunak 3	Sabah	Kunak	4.69954	118.23093	60	>1,000
10	U1S023	Jalan Ranau-Sandakan 1	Sabah	Beluran	5.65967	117.23732	45	>100
11	U1S024	Jalan Sapi Nangoh	Sabah	Beluran	5.79719	117.37370	45	>100
12	U1S025	Kg Tembidung-Bidung	Sabah	Beluran	5.93413	117.35674	60	>300
13	U1S026	Pekan Kecil Paitan	Sabah	Beluran	6.40968	117.38594	76	>300

Cluster 11

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1S027	Ladang Tangkulap (IOI Plantation)	Sabah	Tongod	5.49153	117.25138	76	>500
2	U1S028	Kg Rungus Nahaba	Sabah	Tuaran	6.04667	116.39597	76	>500
3	U1S029	Kg Kubatang	Sabah	Kudat	6.83712	116.74821	76	>200
4	U1S030	Kg Lodung	Sabah	Kudat	6.83172	116.78620	60	>300
5	U1S031	Kg Indarason Laut	Sabah	Kudat	6.77163	116.63461	60	>500
6	U1S032	Kg Rondomon	Sabah	Kudat	6.78001	116.68446	45	>500
7	U1S033	Jalan Kudat Sabah_4	Sabah	Kudat	6.75770	116.80978	45	>200
8	U1S034	Kg Inukiran	Sabah	Kudat	6.69780	116.71359	45	>500
9	U1S035	Jalan Panikuan Toporoi 1	Sabah	Kudat	6.68043	116.72600	45	>100
10	U1S036	Jalan Kota Belud-Kudat_3	Sabah	Kudat	6.67368	116.75698	60	>300
11	U1S037	Jalan Terengai_2	Sabah	Kota Marudu	6.65581	116.68655	60	>300

Cluster 12

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1S038	Kg Bilangau Kecil	Sabah	Pitas	6.67200	116.99481	60	>300
2	U1S039	Kg Salungkapit	Sabah	Pitas	6.64396	117.01427	45	>300

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
3	U1S040	Kg Tutuwoon	Sabah	Pitas	6.65897	117.03638	60	>100
4	U1S041	Kg Pandan Mandamai	Sabah	Pitas	6.64342	117.04805	60	>200
5	U1S042	Kg Sosop Bai	Sabah	Pitas	6.64336	117.07504	76	>100
6	U1S043	Kg Kebatasan (Jln Pitas - Kanibongan_1	Sabah	Pitas	6.70656	117.08721	60	>500
7	U1S044	Kg Ampungai	Sabah	Pitas	6.73970	117.21484	60	>200
8	U1S045	Kg Mengkapon Pitas	Sabah	Pitas	6.77025	117.17571	60	>500
9	U1S046	Kg Petani Baru	Sabah	Pitas	6.74764	117.16113	45	>300
10	U1S047	Kg Pituru	Sabah	Pitas	6.77753	117.20380	60	>200
11	U1S048	Kg Bawing	Sabah	Pitas	6.93863	117.11420	76	>200
12	U1S049	Turong Puteh	Sabah	Pitas	6.96699	117.06354	60	>500
13	U1S050	Kg Tiga Taruk	Sabah	Pitas	6.98217	117.07380	76	>300

Cluster 13

No	Site ID	Site Name	State	UST	Latitude (°N)	Longitude (°E)	Tower Height (m)	Population
1	U1T001	Kg Perasing Jaya	Terengganu	Hulu Jabor	3.97624	103.31132	60	Federal trunk road
2	U1T002	Darul Iman Training Centre (DITC)	Terengganu	Teluk Kalong	4.27307	103.47302	60	training centre
3	U1T003	Kg Pengkalan Ranggon	Terengganu	Kerteh	4.54462	103.40890	45	<100
4	U1T004	Kg Rhu Batil	Terengganu	Kuala Abang	4.82170	103.40094	60	>200
5	U1T005	Kg Sekayu	Terengganu	Hulu Terengganu	4.96118	102.96555	60	>200
6	U1T006	Kg Machang	Terengganu	Hulu Terengganu	5.02108	103.08805	60	>500
7	U1T007	Hutecs Kolej	Terengganu	Hulu Terengganu	5.09010	103.02574	45	>500
8	U1T008	Kg Kepah	Terengganu	Hulu Terengganu	5.14285	102.94553	60	>500
9	U1T009	Kg Pak Ba	Terengganu	Setiu	5.30290	102.88380	60	>500
10	U1T010	Kg Pak Sik	Terengganu	Hulu Besut	5.45288	102.51952	60	>100
11	U1T011	Kg Keruak	Terengganu	Hulu Besut	5.46681	102.50806	60	>100
12	U1T012	PPRT Kg Belaoh	Terengganu	Hulu Besut	5.48796	102.50068	60	>200
13	U1T013	Kg Kuala Kubang	Terengganu	Jabi	5.66051	102.58060	60	>300

APPENDIX 2 – TECHNICAL SPECIFICATIONS FOR PART 1

Please refer to separate document provided.

APPENDIX 3 – TECHNICAL SPECIFICATIONS FOR PART 2

Please refer to separate document provided.

APPENDIX 4 – REGISTRATION OF INTEREST FORM

[To be printed on Interested Licensee’s Letterhead]

REGISTRATION OF INTEREST

To: **MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION**
MCMC Tower 1, Jalan Impact, Cyber 6
63000 Cyberjaya, Selangor Darul Ehsan.
(Attn: Tender Secretariat)

Date:

Dear Sir,

UNIVERSAL SERVICE PROVISION – REGISTRATION OF INTEREST TO BE UNIVERSAL SERVICE PROVIDER FOR THE PROVISION OF UBIQUITOUS PHASE 1 PROJECT

We refer to the “Invitation To Register Interest As Universal Service Provider – Ref. no.“MCMC/ID/USDD(1)/U1/TC/05/17(06)” (“the Invitation”) issued by MCMC on [to insert date].

We hereby register our interest to be the universal service provider pursuant to Regulation 5(1) of the Communications and Multimedia (Universal Service Provision) Regulations 2002 (“the USP Regulations”) in the following universal service targets:

	Cluster	Scope of Work
1.	[Insert the Cluster No.]	[PART 1 and / or PART 2]
2.	[Insert the Cluster No.]	[PART 1 and / or PART 2]
3.	[Insert the Cluster No.]	[PART 1 and / or PART 2]
4.	

We are also aware that pursuant to Regulation 6(1) of the USP Regulations, we are legally obliged to submit the draft universal service plan(s) for the universal service targets chosen above on or before the time frame specified in the Invitation.

Signed for and on behalf of

.....
by [to be signed by the Chief Executive Officer or any other person authorized by the Company]

APPENDIX 5 – SUMMARY OF LICENSEE INFORMATION

1. Full Company's Name:
2. Full Address:
3. E-Mail Address:
4. Homepage/Website:
5. Status of Incorporation: Sole Proprietor / Partnership / Enterprise /Sendirian Berhad / Berhad / Private Limited / Limited
6. Date Incorporated:
7. Date of Operation:
8. Paid up Capital (RM):
9. Status of Licences:
 - a) NFP(I): Yes / No
 - b) NSP(I): Yes / No
10. Collaboration Partner (If applicable):
11. Number of Employees:
12. Bumiputera Status: Yes (Enclose certification by MOF) / No
13. Financial Details:
 - a) Asset (RM):
 - b) Liability (RM):
 - c) Worth (Asset – Liability) (RM):
14. Enclose financial statement and audited account for the last three (3) financial years
15. Enclose latest return of net revenue as defined in regulation 29 of the USP Regulations
16. A copy of the relevant individual license and its conditions; and
17. Track records (Interested Licensees and Collaboration Partner (if applicable)).

APPENDIX 6 – TEMPLATE FOR SUMMARY OF TECHNICAL PROPOSAL

Template for Summary of Technical Proposal Part 1

Part 1 – Cluster #

Site ID	Site Name	UST	Coverage Objective	Site Location (decimal)		Tower Type	Tower Height	Implementation Period (Months)
				Lat	Long			

**Please do not change template of Summary*

APPENDIX 7 – TEMPLATE FOR SUMMARY OF FINANCIAL PROPOSAL

Template for Summary of Financial Proposal for Part 1

*All prices shall be inclusive of any applicable tax imposed by the Government

Part 1 – Cluster #

No.	Site ID	Site Name	General and Preliminaries (RM)	Tower and Accessories (RM)	Site Infrastructure and Ancillaries (RM)	Additional Works (RM)	Total (RM)
Total Amount (inclusive of any applicable tax imposed by the Government):							

We hereby conclude this is the final cost for Part 1 Cluster #:

 CFO / Authorised board member
 Company stamp

**Please do not change template of Summary*

Template for Summary of Financial Proposal for Part 2

*All prices shall be inclusive of any applicable tax imposed by the Government

Part 2 – Cluster #

No.	Site ID	Site Name	General and Preliminaries	Equipment and System		Backhaul		Antenna System		Minor CME		Upgrading/Additional Equipment		AC Power Supply		Interoperability Cost		Total			
				Capex	Opex	Capex	Opex	Capex	Opex	Capex	Opex	Capex	Opex	Capex	Opex	Capex	Opex	Capex	Opex	Capex	Opex
Total Amount (inclusive of any applicable tax imposed by the Government):																					

We hereby conclude this is the final cost for Part 2 Cluster #:

 CFO / Authorised board member
 Company stamp

**Please do not change template of Summary*

APPENDIX 8 – TEMPLATE FOR DETAILS OF FINANCIAL PROPOSAL

Please refer to separate document provided.

**Please do not change template of Bill of Quantity (BoQ).*

APPENDIX 9 – TEMPLATE FOR STATEMENT OF COMPLIANCE

[To be printed on Interested Licensee's Letterhead]

STATEMENT OF COMPLIANCE

To: **The Chairman**
MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION
MCMC Tower 1, Jalan Impact, Cyber 6
63000 Cyberjaya, Selangor Darul Ehsan

Date:

YBhg. Dato' Sri,

Re: **The Designation of (*Company's name*) as Universal Service Provider for Ubiquitous Phase 1 Project**

We refer to the above matter and the following documents:

- a) the Invitation to Register Interest as Universal Service Provider – Ref. No.: MCMC/ID/USDD(1)/U1/TC/05/17(06) (“Invitation”) issued by the Commission dated [insert date]; and
- b) the Draft Universal Service Plan for the Provision of Ubiquitous 1 Project (“Project”) submitted to the Commission dated [insert date] (“Draft Universal Service Plan”).

2. In consideration of the Commission approving the Draft Universal Service Plan and designating the ABC as a Universal Service Provider, (*Company's name*) hereby UNCONDITIONALLY AND IRREVOCABLY UNDERTAKES:

- a) to be solely responsible for all such omissions/errors without any additional cost chargeable to the Commission. The Commission reserves the right not to entertain any request for variation of price(s) or submission of additional quotes for items left out in the original plan on the grounds of lack of knowledge, oversight etc;
- b) to confirm that it has carefully read and studied all terms, conditions and specifications very carefully before finalizing the Draft Universal Service Plan under the Communications and Multimedia (Universal Service Provision) Regulation 2002 [*P.U. (A) 419/2002*] (as amended by *P.U (A) 258/2008*);
- c) to take cognizance that the Draft Universal Service Plan which is approved by the Commission shall constitute the approved universal service plan (“Approved Plan”) for the purpose of the implementation of the Project; and

d) to comply with the Approved Plan, the terms and conditions stipulated in the Invitation and Communications and Multimedia Act 1998.

3. (*Company's name*) hereby confirms that it has carefully read its obligations contained in the Invitation and states that it fully understands the same and signs it on its own free act without any duress.

4. This Statement of Compliance is governed by and shall be interpreted and construed in accordance with the laws of Malaysia and shall be binding upon our successor in title and permitted assigns.

Yours faithfully,
For and on behalf of (*Company's name*)

(*Authorised Signatory*)

Name:

NRIC No:

Company stamp:

Appendix 10 – TEMPLATE FOR DECLARATION OF INTEGRITY

UBIQUITOUS PHASE 1 PROJECT

1. I, (Name of Company's Representative), NRIC / Passport No. _____ representing (Name of Company with Company No.) ("Company") hereby declare that I, or any individual(s) representing the Company, shall not offer or give bribes to any individual(s) in the Malaysian Communications and Multimedia Commission ("**Commission**") or any other individual(s), as an inducement to be designated by the Commission as the Designated Universal Service Provider for the Ubiquitous Phase 1 Project ("**Project**"). I attach herewith a Letter of Authorization which empowers me, as a representative of the Company, to make this declaration.

2. If I, or any individual(s) representing the Company, is offering or giving any bribes to any individual(s) in the Commission or any other individual(s) as an inducement to be designated by the Commission as the Designated Universal Service Provider for the Project, I hereby agree, as a representative of the Company, for the following actions to be taken:
 - 2.1 revocation of designation as the Designated Universal Service Provider for the Project; or
 - 2.2 any other actions, at the Commission's absolute and sole discretion.

3. In the event there is any individual(s) who attempts to solicit any bribe from me or any individual(s) related to the Company as an inducement to be designated by the Commission as the Designated Universal Service Provider for the Project, I hereby pledge to immediately report such act(s) to the Commission and the Malaysian Anti-Corruption Commission (MACC).

Sincerely,

.....

(Signature)

(Name and NRIC No.):

Company stamp:

Note: This declaration is to be submitted together with Letter of Authorization