



MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION

**INVITATION TO REGISTER INTEREST AND SUBMIT
A DRAFT UNIVERSAL SERVICE PLAN**

AS A

**UNIVERSAL SERVICE PROVIDER
UNDER THE COMMUNICATIONS AND MULTIMEDIA
(UNIVERSAL SERVICE PROVISION) REGULATIONS 2002**

**FOR THE PROVISIONING OF COLLECTIVE INTERNET ACCESS SERVICE
AT THE PUSAT EKONOMI DIGITAL (PEDI) UNDER THE UNIVERSAL SERVICE
PROVISION INITIATIVE**

Ref: MCMC/IPMD/UID(1)/PEDI_2023/TC/03/2023(01)
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ABBREVIATIONS

| | | |
|--------|---|--|
| ASP(C) | - | Applications Service Provider Class Licence |
| BOQ | - | Bill of Quantity |
| CAPEX | - | Capital Expenditure |
| CCTV | - | Closed-circuit Television |
| CD-ROM | - | Compact Disc Read Only Memory |
| CMS | - | Central Monitoring System |
| EPF | - | Employees Provident Fund |
| ICT | - | Information and Communications Technology |
| IT | - | Information Technology |
| LAT | - | Latitude |
| LED TV | - | Light-emitting Diode Television |
| LONG | - | Longitude |
| LS | - | Lump Sum |
| LTE | - | Long Term Evolution |
| m | - | Metre |
| Mbps | - | Megabit per Second |
| MCMC | - | Malaysian Communications and Multimedia Commission |
| NFP(I) | - | Network Facilities Provider Individual Licence |
| NSP(I) | - | Network Service Provider Individual Licence |
| OPEX | - | Operating Expenditure |
| PEDi | - | Pusat Ekonomi Digital |
| Qty. | - | Quantity |
| Ref | - | Reference |
| SEB | - | Sarawak Energy Berhad |
| SESB | - | Sabah Electricity Sdn Bhd |
| SOP | - | Standard Operating Policies and Procedures |
| TNB | - | Tenaga Nasional Berhad |
| UPS | - | Uninterruptible Power Supply |
| USP | - | Universal Service Provision |
| UST | - | Universal Service Targets |
| Wi-Fi | - | Wireless Fidelity |

INTERPRETATION

Any terms or words used in this Invitation shall, unless expressly stated or if the context otherwise requires, have the same meaning as provided in the Communications and Multimedia Act 1998 [(Act 588)], all subsidiary legislation and instruments issued, made or given by the Minister or the Commission.

- a) "Act" means the Communications and Multimedia Act 1998 (Act 588).
- b) "Approved Universal Service Plan" means the draft universal service plan (as defined herein) that has been approved by the Commission as specified under regulation 8 of the USP Regulations (as defined herein).
- c) "Bill of Quantity or BOQ" means a customised document proposed by the Interested Licensee (as defined herein) to the Commission in which materials, parts, equipment and cost of labour are itemised. The BOQ is to be priced in Ringgit Malaysia and shall be inclusive of any applicable tax imposed by the Government of Malaysia. The sum of the amount shown in the BOQ shall represent the total cost for each site in every cluster.
- d) "Commission" means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998 [(Act 589)].
- e) "Completion Report" means a report to be compiled and maintained by the Designated Universal Service Provider on the completion of Work (as defined herein) for each PEDi (as defined herein) for at least 7 years from the submission of the Declaration (as defined herein) for Milestone No. 2 as stipulated in **Appendix 7** in this Invitation.
- f) "Declaration" means a self-declaration made by the Chief Executive Officer or a person who holds an equivalent designation in the Designated Universal Service Provider that the scope of work for each stage as stipulated in the claim schedule attached to the Notification of Approval issued to the relevant Designated Universal Service Provider has been delivered in accordance to the Approved Universal Service Plan, and that all representations and information furnished to the Commission in the self-declaration are accurate and true.
- g) "Designated Universal Service Provider" means any Interested Licensee (as defined herein) designated by the Commission under regulation 9 of the USP Regulations pursuant to this Invitation.

- h) "Draft universal service plan" means a draft of the universal service plan submitted by the Interested Licensee as specified under regulation 6 of the USP Regulations.
- i) "Interested Licensee" means any person who holds a valid Network Facilities Provider Individual Licence, a Network Service Provider Individual Licence, and an Applications Service Provider Class Licence (providing Internet access service) under the Act, meets the eligibility criteria set pursuant to subregulation 5(2)(ga) of the USP Regulations, and register its interest to respond to this Invitation.
- j) "Pusat Ekonomi Digital (PEDI)" in the context of this Invitation, means the One-Stop-Centre to provide collective internet access to the surrounding communities as identified in the universal service targets, as shown in **Appendix 1** of this Invitation.
- k) "Licensee" means a person who either holds an individual licence, or undertakes activities which are subject to a class licence, granted under the Act.
- l) "Notification of Approval" means a notification issued by the Commission to the Designated Universal Service Provider pursuant to Regulation 9 of the USP Regulations.
- m) "Relevant authorities" includes, but is not limited to the Fire and Rescue Department of Malaysia, the power supply providers (for example SEB, SESB, and TNB), and all relevant local authorities.
- n) "Universal Service Target or UST" means an underserved area and/or an underserved group within the community.
- o) "USP Regulations" means the Communications and Multimedia (Universal Service Provision) Regulations 2002.
- p) "Work" means the entire scope of work to be undertaken and completed by the Designated Universal Service Provider pursuant to the Approved Universal Service Plan and the Notification of Approval issued by the Commission.

SECTION I INTRODUCTION

1. BACKGROUND

- 1.1 This USP initiative is part of the Commission's ongoing efforts to bridge the digital divide between urban and rural areas, as well as between served and underserved communities in Malaysia, in accordance with the objectives as specified in subregulation 3(1) of the USP Regulations.
- 1.2 The Commission has pursuant to subregulation 4(1) of the USP Regulations, specified the Universal Service Targets under Notification Ref. No: NT/USP/2/02, Ref. No: NT/USP/1/04, Ref. No: NT/USP/08/01, Ref. No: NT/USP/01/11, and Ref. No: NT/USP/01/21 respectively.
- 1.3 This Invitation is made pursuant to subregulations 3(1), 5(1), and 5(2) of the USP Regulations ("Invitation") to invite Interested Licensee to register their interest to be the Designated Universal Service Provider(s), for the provisioning of Internet access services by way of collective access ("Project"), at the thirty (30) locations as specified in **Appendix 1** of this Invitation.
- 1.4 The PEDi will emphasise on providing various courses and training in ICT, e-commerce and digital knowledge. All the new 30 PEDi that are set up under this Invitation shall be on par with the existing PEDi (please refer to Appendix 2, Appendix 4, and Appendix 8 of this Invitation) which have been established by the Commission. Interested licensees are encouraged to visit the existing PEDi to have a better understanding of this requirement.
- 1.5 Under this Project, the backhaul transmission throughput shall not less than 20 Mbps (download) and 1 Mbps (upload), 99% of the time for each PEDi.
- 1.6 The latitude(s) and longitude(s) provided in **Appendix 1** are meant to serve as reference points only, to enable the Interested Licensee to identify the said locations in the relevant USTs [please see the column with the title '**Specified Location**' in the tables for each cluster in **Appendix 1** of this Invitation].

SECTION II DESCRIPTION OF SCOPE OF WORK

2. GENERAL DESCRIPTION OF THE FACILITIES AND SERVICES TO BE PROVIDED

2.1 The objective of the new 30 PEDi is to provide collective Internet access service in Malaysia. The scope of work to be delivered are further explained in paragraph 3 of this Invitation below.

3. SCOPE OF WORK

3.1 This scope of work describes the requirements, timelines and responsibilities of the Designated Universal Service Provider. The Designated Universal Service Provider shall read, understand and fulfil all obligations specified herein. The details of the Work to be delivered is specified in **Appendix 2** of this Invitation.

3.2 The Designated Universal Service Provider shall comply with the following:

- a) the Act, any subsidiary legislation made under the Act, including but not limited to the USP Regulations, other instruments, plans, mandatory standards, guidelines or regulatory policies issued, made or given under the Act, including any amendment(s) or replacement(s) enacted thereafter;
- b) any other requirements and/or conditions as set forth by any other relevant state authority, local authority or other relevant authorities (“Authorities”) for the implementation of the Project; and
- c) any other requirements and/or conditions that may be imposed by the Commission from time to time.

3.3 The Interested Licensee shall also provide a comprehensive report(s) on the environment and community surrounding the USTs, as follows:

3.3.1 Locality of the UST

- a) List of villages or areas and approximate population for each village or areas;
- b) Internet facilities provided by the Government, if any;

- c) Commercial Internet facilities (such as the existence of pay per usage or entry cybercafes or hotspots for Internet access services); and
- d) Other community facilities (such as schools, community halls, religious buildings etc).

3.3.2 Demographics of the community

- a) Identify and list out the three main socio-economic activities of the community within a 5 km radius from the proposed location of the PEDi;
- b) Estimation of the number of students under 18 years old at the villages or areas listed in **Appendix 1** of this Invitation; and
- c) Whether there are any *Projek Perumahan Rakyat* and/or Orang Asli Settlements within a 5 km radius from the proposed locations of the PEDi.

3.3.3 Other facilities

- a) Type of backhaul transmission available, and an assessment of whether fibre backhaul is feasible; and
- b) Type of power supply available, and an assessment of whether commercial power supply power source is feasible.

3.4 Infrastructure, Equipment and Ancillaries:

3.4.1 The Designated Universal Service Provider shall equip and refurbish the premises of all PEDi to be established in this Invitation, to have the same interior and exterior design as the existing PEDi. All PEDi established shall be capable of being accessed by persons that are wheelchair-bound, where possible. Interested licensees are encouraged to visit the existing PEDi to have a better understanding of this requirement.

3.4.2 The refurbishment work shall include, but is not limited to the restoration and repair of the premises, paint works and interior design, as well as the installation of air conditioner(s), service counters, projector, screen tables, and chairs.

- 3.4.3 The Designated Universal Service Provider shall outfit and provide the PEDI with the necessary equipment and backhaul services, which shall include, but is not limited to laptops, servers, backhaul such as microwave or fixed broadband, and relevant value-added licensed software solutions. Please refer to **Appendix 2** of this Invitation for the detailed scope of Work.
- 3.4.4 In the event, that the Designated Universal Service Provider needs to use an interim backhaul solution prior to the deployment of a permanent backhaul solution, the said interim backhaul solution shall be utilised for a maximum of six months only from the date of commencement of the Project. The cost for the interim solution shall be itemised and stipulated clearly in the draft plan that is submitted to the Commission.
- 3.5 Human Resource and Training Modules:
- 3.5.1 The Designated Universal Service Provider shall ensure that each PEDI is staffed with a Manager and an Assistant Manager.
- 3.5.2 The Manager and Assistant Manager shall be fully trained and have the same competencies and capabilities as the existing Managers and Assistant Managers at all existing PEDI.
- 3.5.3 The Designated Universal Service Provider shall develop and implement the relevant training modules for the purposes of developing the knowledge and skills of the Managers and Assistant Managers.
- 3.5.4 The Designated Universal Service Provider shall develop suitable ICT and entrepreneurship training modules for the targeted segments in the local communities (specifically for students, entrepreneurs and the local populace), which shall be implemented by the Manager(s) and Assistant Manager(s) or any appointed trainer(s) at all the PEDI. The training modules shall be relevant to the existing socio-economic needs of the communities surrounding the said PEDI.
- 3.6 Implementation Period:
- 3.6.1 The implementation period for the Work specified in **Appendix 2** of this Invitation, excluding operational items, shall not exceed five (5) months from the commencement date issued by the Commission ("**Implementation Period**") in the Notification of Approval to the Designated Universal Service Provider(s).

3.6.2 The completion date for all PEDI shall be on the date of submission of the Declaration to the Commission for Milestone No. 2 as specified in the schedule of claims in **Appendix 7** of this Invitation ("**Completion Date**").

3.7 Operational Period:

3.7.1 The Designated Universal Service Provider shall be responsible to undertake the operations and maintenance of the PEDI for five (5) years from the Completion Date of the Project ("**Operational Period**").

3.8 Reports to the Commission:

Implementation Period

3.8.1 During the Implementation Period, pursuant to regulation 13 of the USP Regulations, the Designated Universal Service Provider shall submit a report on the progress of the implementation of the Approved Universal Service Plan on a **weekly basis** in the form and format specified by the Commission.

3.8.2 Upon completion of every claim milestone(s) stipulated in the Notification of Approval, the Designated Universal Service Provider shall furnish the Commission with a Declaration signed by its Chief Executive Officer, or a person who holds an equivalent designation in the Designated Universal Service Provider, in the form and format specified by the Commission in the Notification of Approval issued to the relevant Designated Universal Service Provider.

3.8.3 The Declaration shall only be furnished to the Commission upon completion of the scope of Work(s) for the relevant milestone(s) as stipulated in the schedule of claims in **Appendix 7** of this Invitation. It is the responsibility of the Designated Universal Service Provider to ensure that all Work(s) has been delivered in accordance with the Approved Plan, and that all representations and information furnished to the Commission in the Declaration are accurate and true.

3.8.4 A Completion Report shall be prepared, compiled, and maintained by the Designated Universal Service Provider on the completion of Work for each PEDI for at least seven (7) years from the submission of the Declaration for Milestone No. 2 as stipulated in the schedule of claims in **Appendix 7** of this Invitation ("**Completion Report**").

- 3.8.5 The Completion Report shall consist of, but not limited to the following:
- a) Site survey report(s) for each PEDI;
 - b) BOQ for each PEDI;
 - c) Backhaul transmission speed test result(s) for each PEDI;
 - d) Screenshot of the Central Monitoring System for each PEDI;
 - e) Screenshot of the Network Monitoring System for each PEDI;
 - f) Screenshot of the Content Filtering System for each PEDI;
 - g) Copy of contract issued to the Manager and Assistant Manager for each PEDI;
 - h) Insurance policy for each PEDI; and
 - i) Other items, as required by the Commission from time to time.

Operational Period

- 3.8.6 During the Operational Period, the Designated Universal Service Provider shall furnish the Commission with a Declaration for each quarter of the calendar year, prior to making any submission of claims for the operational expenditure for the said quarter, in the form and format specified by the Commission.
- 3.8.7 A quarterly report shall be prepared, compiled, and maintained by the Designated Universal Service Provider for each PEDI for at least seven (7) years from the submission of the respective Declaration ("**Quarterly Report**").
- 3.8.8 The Quarterly Report shall consist of, but is not limited to the following:
- a) Scheduled maintenance report(s) that has been endorsed by the Manager or Assistant Manager of each PEDI;
 - b) Corrective maintenance report(s) that has been endorsed by the Manager or Assistant Manager of each PEDI;
 - c) The cost breakdown of the corrective maintenance work;

- d) Daily bandwidth availability and utilisation captured and reported on a monthly basis for each PEDi;
- e) Brief information on the event(s) or any other activities of each PEDi, to be captured and reported on a monthly basis;
- f) Monthly revenue report(s) from the activities of each PEDi; and
- g) A copy of the monthly payslip for the Manager and Assistant Manager of each PEDi.

3.9 The Designated Universal Service Provider shall attend and meet with the Commission's representative(s), to provide an accurate update on the progress of the Project, and to provide timely reporting to the Commission as and when required by the Commission from time to time.

3.10 The Designated Universal Service Provider shall be responsible to provide warranties and insurance for the items stipulated below:

Warranty

3.10.1 The Designated Universal Service Provider shall be responsible for the warranty of the PEDi, which includes but is not limited to the premises, network facilities, other infrastructure, equipment and its ancillaries, during the Implementation Period until the end of the Operational Period.

3.10.2 The Designated Universal Service Provider is required to provide or take the necessary measures to provide technical support for all software used in the hardware at all PEDi.

Insurance

3.10.3 The Designated Universal Service Provider is required to take the necessary measures to plan for contingencies at its own cost, such as the purchase and maintenance of all relevant insurances (this includes, but is not limited to insuring all assets, and having adequate public liability and flood insurance coverage amongst others).

3.10.4 The relevant insurances must also be procured and maintained at all times by the Designated Universal Service Provider, both during the Implementation Period and during the Operational Period of this Project. Failure on the part of the Designated Universal Service Provider to comply with this requirement shall result in the Designated Universal Service Provider being solely responsible for any liabilities and/or losses

that may arise. The insurances taken must be comprehensive and provide adequate and sufficient coverage.

- 3.11 The Designated Universal Service Provider shall immediately repair and replace any faulty items within a stipulated time frame to be specified in the Notification of Approval from the discovery and the reporting of the fault, at its own cost, during the warranty period.
- 3.12 In the event of vandalism, the Designated Universal Service Provider shall be responsible to rectify and/or replacing any affected facilities at the PEDi at its own cost.
- 3.13 Ownership of the network facilities and network services at the PEDi:
 - 3.13.1 Pursuant to paragraph 18 of the Commission Determination on Universal Service Provision (Determination No. 6 of 2002), the ownership of the PEDi and its contents including all fittings and installations vests with the Designated Universal Service Provider from the inception of this Project, unless the designation as the Designated Universal Service Provider is revoked by the Commission pursuant to the USP Regulations.
 - 3.13.2 For the avoidance of doubt, the Commission shall revoke the designation of the Designated Universal Service Provider, in the event the Designated Universal Service Provider no longer holds the requisite licences at any time during the tenure of the Project.

SECTION III

REGISTRATION OF INTEREST AND SUBMISSION OF THE DRAFT UNIVERSAL SERVICE PLAN

4. REGISTRATION OF INTEREST REQUIREMENTS

- 4.1 The Interested Licensee which wishes to register its interest to become a Designated Universal Service Provider pursuant to this Invitation shall hold the requisite licences with a minimum validity of six (6) months from the closing date as stated in this Invitation or has submitted its licence renewal application pursuant to section 34 of the Act to the Commission.
- 4.2 The Interested Licensee is required to hold the requisite licences that enable it to carry out the scope of work under this Invitation. The relevant licences issued under the Act for this Project are as follows:
- a) Network Facilities Provider (Individual) [NFP(I)] licence;
 - b) Network Service Provider (Individual) [NSP(I)] licence; and
 - c) Registered to provide 'Internet Access Service' under an Applications Service Provider (Class) [ASP(C)] licence.
- 4.3 The licensed area specified under the NFP(I) and NSP(I) licences shall be "Malaysia".
- 4.4 The Interested Licensee shall meet the following eligibility requirements:
- a) Must have minimum two (2) years of experience in undertaking similar project for the provisioning of collective Internet access services;
 - b) Not owe any outstanding fees (licence, spectrum/apparatus assignment and/or numbering assignment) to the Commission;
 - c) Have duly submitted its Return of Net Revenue (RONR) forms to the Commission for each year without fail; and
 - d) Have no outstanding USP Fund contribution¹.

¹ This is applicable for the licensees which are legally obliged to contribute to the USP Fund, where its total net revenue for the previous calendar year meets the minimum revenue threshold of RM2 million, from licensable activities specified under the Communications and Multimedia Act 1998.

- 4.5 The Interested Licensee shall register its interest with the Commission by completing the Registration of Interest form enclosed in **Appendix 3** of this Invitation and adhere strictly to the stipulations stated in subparagraphs 7.1 to 7.7 of this Invitation.
- 4.6 The Interested Licensees are hereby reminded that pursuant to subregulation 6(1) of the USP Regulations, those who have registered their interest will be legally obliged to submit their draft universal service plan(s) for their chosen universal service target(s). A Licensee who fails to comply with subregulation 6(1) commits an offence under the USP Regulations and shall on conviction be liable to a maximum fine of RM300,000.00 or imprisonment for a maximum term of 3 years or both.
- 4.7 For the avoidance of doubt, the Commission will not accept any Registration of Interest for part of a cluster, or any combination of clusters which includes two or more parts of different clusters. Under this Invitation, the Interested Licensee may register its interest based on:
- a) Any one cluster in its entirety; or
 - b) All clusters in its entirety.
- 4.8 The submission of the duly completed Registration of Interest Form shall be made in accordance with subparagraph 7.1 of this Invitation.

Disqualification of Interested Licensee

- 4.9 The Commission shall have the right to disqualify the submission of the Interested Licensee, which has failed to comply with the requirements stated in subparagraph 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 of this Invitation.

5. THE DRAFT UNIVERSAL SERVICE PLAN

A. Technical Proposal

- 5.1 The template for submission of the Technical Proposal is provided in **Appendix 4** of this Invitation. The Technical Proposal in the draft universal service plan shall be in accordance with the specifications stated in **Appendix 2** in this Invitation.

5.1.1 Section A of the Technical Proposal – renting and refurbishment of the premises, equipment installation and service deployment.

- a) This includes but is not limited to the rent, refurbishment and renovation of the premises, installation of all furnitures, fittings and ancillaries, installation of the relevant network facilities and services, power supply, hardware and software, for the purposes of to provide cost effective collective Internet access services at the PEDi.
- b) The Interested Licensee shall provide fibre as the backhaul transmission, commercial power supply, and metered water supply as far as is possible.
- c) The Interested Licensee shall propose a detailed implementation timeline and progress milestone(s) for the purposes of the deployment of the Work in its draft universal service provision plan, outlining when the requisite implementation activities above will be undertaken and completed for items (a) and (b) above.

5.1.2 Section B of the Technical Proposal – Training Modules

- a) The Interested Licensee shall include training modules for the Manager and Assistance Manager; and for the targeted segments of the local communities (specifically for students, entrepreneurs and the local populace) surrounding the PEDi, including the relevant software(s) to be employed with the training modules (if any). This training modules shall be demarcated clearly by year, for a period of five (5) years Operational Period.

5.1.3 Section C of the Technical Proposal – Operations and Maintenance

- a) Each of PEDi shall be staffed with a Manager and an Assistant Manager.
- b) The Interested Licensee shall submit information on the operations and maintenance of the PEDi during the Operational Period, which includes but is not limited to the following:
 - i. The development, maintenance and update plans for the web portal for each of the PEDi; and

- ii. Information on the technical support team (no. of personnel and credentials) and the schedule for preventive and corrective maintenance, including the response time to be taken for different types of hardware, repair and fault rectification, service issues, including the provisioning of hotline numbers and other relevant information.
- c) The Interested Licensee shall provide information on the management of supplies such as toners and stationaries during the Operational Period.

B. Financial Proposal

5.2 The template for submission of the Financial Proposal is provided in **Appendix 5** of this Invitation. The Financial Proposal in the draft universal service plan shall reflect clearly the costs in deploying the specifications stated in **Appendix 2** of this Invitation.

5.2.1 Section A of the Financial Proposal

- a) The Interested Licensee shall provide all details in a comprehensive and itemised manner, for the Work that is categorised as capital expenditure for establishing the PEDi.
- b) This capital expenditure information shall include the cost of items stipulated in subparagraph 5.1.1 in this Invitation.

5.2.2 Section B of the Financial Proposal

- a) The Interested Licensee shall also provide all details pertaining to the cost of the training modules in a comprehensive and itemised manner as specified in subparagraph 5.1.2 in this Invitation. The details shall include, but is not limited to the cost of providing and undertaking the training modules and the specific cost(s) for all relevant costs including, but not limited to the software(s) to be employed with the training modules (if any).

5.2.3 Section C of the Financial Proposal

- a) The Interested Licensee shall provide comprehensive and itemised details of the operations and maintenance expenditure of each PEDi as specified in subparagraph 5.1.3 of this Invitation. The breakdown for the operations and maintenance expenditure shall be for a period of five (5) years from the Completion Date.

5.2.4 Summary of the Financial Proposal

- a) The Interested Licensee shall provide itemised and comprehensive details of the overview and summary of all costs. This shall be provided in the form and format as specified in **Appendix 5** of this Invitation.

6. SUBMISSION OF THE DRAFT UNIVERSAL SERVICE PLAN

6.1 The Interested Licensee shall submit a single document in a separate sealed envelope marked as “**LICENSEE’S INFORMATION**”, which shall consist of the following:

6.1.1 Cover letter signed by the Chief Executive Officer or a person who holds an equivalent designation in the Interested Licensee; and

6.1.2 Information of the Interested Licensee and other supporting documents as detailed out in **Appendix 6** of this Invitation.

6.2 The Interested Licensee shall submit the draft universal service plan based on its Registration of Interest in a separate binding for each cluster as specified in **Appendix 1** of this Invitation. The draft universal service plan submitted for each cluster(s) bid shall be divided into two (2) separate documents as follows:

6.2.1 Technical Proposal; and

6.2.2 Financial Proposal.

6.3 The Interested Licensee may submit draft universal service plan(s) for multiple clusters. For the avoidance of the doubt, the Commission will not accept the submission of draft universal service plan(s) for part of a cluster, or any combination of clusters which includes two or more parts of different clusters.

6.4 The draft universal service plan shall be submitted and marked as follows:

6.4.1 One (1) hard copy submission to be marked “ORIGINAL”;

6.4.2 One (1) hard copy of the above submission to be marked “COPY”; and

6.4.3 **All pages of the “ORIGINAL” Financial Proposal of the draft universal service plan shall be duly initialled and affixed with the company rubber stamp of the Interested Licensee.**

- 6.5 In the event of discrepancies, the document marked “ORIGINAL” shall prevail.
- 6.6 Pages for the draft universal service plan shall be numbered in the following format: <page number> of <total number of pages>.
- 6.7 The submission of the draft universal service plan shall be enclosed in a separate sealed envelope(s) and super scribed as follows:
- 6.7.1 This Invitation’s reference (**INVITATION REF. NO.: MCMC/IPMD/UID(1)/PEDI_2023/TC/03/2023(01)**) at the top left hand corner of the envelope(s);
- 6.7.2 The description “**SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN – PEDI – TECHNICAL PROPOSAL (CLUSTER NO. #)**” and “**SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN – PEDI– FINANCIAL PROPOSAL (CLUSTER NO. #)**” at the central position of the envelope(s); and
- 6.7.3 “**SUBMITTED BY: <Name of Interested Licensee>**” at the central bottom position of the envelope(s).
- 6.8 In addition to the hardcopy, digital copies of the Technical Proposals and Financial Proposals shall be submitted in CD-ROM or thumb drives. All digital copies shall be in PDF format. In addition, please submit the relevant working file in excel format.
- 6.9 **The Interested Licensee is PROHIBITED from displaying or including its name in the Technical Proposal. Failure to comply with this requirement may result in the disqualification of the Interested Licensee’s submission.**
- 6.10 All documents mentioned above, including any appendices annexed thereto, shall be taken as being mutually explanatory of each other.
- 6.11 The Interested Licensee shall be deemed to have examined and understood all information and documents set out in this Invitation.
- 6.12 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 Licensee, and is not claimable from the USP Fund.
- 6.13 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.

6.14 All documents, which form part of the draft universal service plan(s) shall be properly and securely bound.

6.15 Handbooks and any other literature, if any, shall be bound in separate covers.

7. CLOSING DATE

A. Submission of Registration of Interest

7.1 All Interested Licensees shall submit the duly completed Registration of Interest Form in scanned PDF copy format as enclosed in **Appendix 3** of this Invitation **on or before 12:00pm, 4 April 2023**, via email at pedi.roi@mcmc.gov.my.

7.2 The Interested Licensees shall make available the original Registration of Interest form, in hardcopy to the Commission, if required.

7.3 Proof of submission shall take the form of the issuance of an automatic acknowledgment email receipt to the sender from the same email address.

7.4 The Commission shall **NOT ACCEPT** any submission of the Registration of Interest form made by way of physical copy, fax, mail and/or any other means.

7.5 In the event that an Interested Licensee submits multiple forms for the Registration of Interest, the Interested Licensee shall be disqualified from participation in this Invitation.

B. Submission of Draft Universal Service Plan

7.6 An Interested Licensee shall submit the duly completed draft universal service plan on or before **12:00pm, 17 April 2023** at:

**Malaysian Communications and Multimedia Commission
MCMC Centre of Excellence (CoE), Jalan Impact, Cyber 6,
63000 Cyberjaya, Selangor
(Attention: Tender Secretariat)**

7.7 The Commission shall **NOT ACCEPT** any submission of draft universal service plan made by way of email, fax, mail and/or any other means.

7.8 Any submission of the Registration of Interest Form and/or draft universal service plan, including any amendments made thereto, received after the stipulated closing date and time, shall be rejected. In this respect, the Interested Licensee's proof of postage or other evidence of transmission shall not be accepted as a proof of receipt by the Commission.

8. MATTERS FOR CONSIDERATION IN APPROVING THE DRAFT UNIVERSAL SERVICE PLAN

8.1 The Commission will consider the matters specified in regulation 7 of the USP Regulations and all information included in the draft universal service plan in deciding whether or not to approve the draft universal service plan.

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**SECTION IV
PAYMENT FROM THE USP FUND**

9. CLAIMS FOR PAYMENT

- 9.1 The Designated Universal Service Provider is entitled to claim the costs undertaken [i.e. capital expenditure (“**CAPEX**”) and operational expenditure (“**OPEX**”)] in respect of this Project pursuant to subregulation 19(2) of the USP Regulations.
- 9.2 Details of the payment schedule, timeline, terms and conditions, and the form and format to submit the claims will be specified in the Notification of Approval issued to the Designated Universal Service Provider by the Commission. The claim schedule is specified in **Appendix 7** of this Invitation.

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**SECTION V
GENERAL TERMS AND CONDITIONS**

10. DESIGN AND QUALITY OF SERVICE

- 10.1 The Designated Universal Service Provider shall be solely responsible for the correct design of the network and the PEDi including all work, network facilities, equipment, and services offered. If subsequent modifications or changes are necessary to enable the requirements for the PEDi to be met, the Designated Universal Service Provider shall bear the additional cost involved for the modification or changes and will not be allowed to claim for the additional cost from the USP Fund.
- 10.2 Under this Project, the Designated Universal Service Provider shall provide a guaranteed end-to-end network service availability for each PEDi with the backhaul transmission throughput shall not less than 20 Mbps (download) and 1 Mbps (upload), 99% of the time.

11. DESIGN SPECIFICATION / CONFIGURATION

- 11.1 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 facilities and equipment. In this respect, Commission reserves the right to require written clarifications to be provided by the Designated Universal Service Provider.

12. OPERATIONS, MAINTENANCE AND SUPPORT

- 12.1 The Designated Universal Service Provider shall be responsible to manage the PEDi and to provide maintenance and operational support to ensure that all PEDi are inclusive of all facilities and services therein to provide collective Internet access service to the community. This include the Internet portals and websites of the said PEDi are continuously available for use.
- 12.2 The Designated Universal Service Provider shall adhere to any directive or relevant Standard Operating Policies and Procedures (SOP) which may be imposed and revised by the Commission, from time to time.

13. SUPPLIED MATERIALS AND EQUIPMENT

- 13.1 All items to be used in the provision of collective Internet access service by the Designated Universal Service Provider in the UST shall be fit for the purpose which such items are intended for, and be free from defects arising out of faulty design, faulty and inferior material or faulty workmanship.
- 13.2 All items supplied shall be genuine and brand new (i.e. not second hand, reconditioned and/or used items).

14. APPROVAL FROM RELEVANT AUTHORITIES

- 14.1 The Designated Universal Service Provider shall be responsible to obtain the necessary approvals from the local authority, electrical authority and/or all other relevant authorities before the commencement of Work.
- 14.2 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 said authority's requirements.
- 14.3 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 that a change of site is required as a result of the Designated Universal Service Provider's non-compliance to the said authority's requirements.

15. INSPECTION AND AUDIT

- 15.1 The Commission and/or its appointed third party agent(s) shall have the right to inspect and verify that all obligations due from the Designated Universal Service Provider are fully complied with. The inspection and verification of the universal services provisioning may include:
 - 15.1.1 Conducting a physical inspection at the site to verify that the items and services are delivered according to the BOQ, timelines and specifications as contained in the Approved Universal Service Plan;
 - 15.1.2 Verifying all relevant supporting documents submitted by the Designated Universal Service Provider in its claims for net universal service costs; and/or
 - 15.1.3 Any other aspects that may be determined as necessary by the Commission.

16. SAFETY

16.1 The Designated Universal Service Provider shall:

- i. Be responsible to ensure the safety of all PEDi, its employees and employees of its agents and/or vendors working at the PEDi and its vicinity at all times;
- ii. Enforce and take all reasonable steps to ensure compliance of all safety measures for workmen, contractors and all other persons at the PEDi as stipulated in all relevant safety-at-work legislation and regulations;
- iii. Indemnify and keep indemnified, protect and defend at its own cost and expense, the Commission and its authorised officers from and against all actions, claims and liabilities arising out of acts done, omissions or breach of any conditions in this Invitation by the Designated Universal Service Provider, its employees or its agents; and
- iv. The Designated Universal Service Provider shall be responsible for ensuring the structural integrity of the PEDi and its ancillaries at all times, and ensure compliance with all relevant laws and guidelines.

17. EXTENSION OF TIME

17.1 An extension of time may be given to the Designated Universal Service Provider solely at the discretion of the Commission, upon a written request by the Designated Universal Service Provider. An extension of time will generally be considered only due to force majeure as provided in subparagraph 18 of this Invitation,

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; and

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.

18. EFFECT OF FORCE MAJEURE

- 18.1 An “Event of Force Majeure” is an event beyond the control of the Designated Universal Service provider, which results in the delay in the implementation timeline of this Invitation, which are:
- 18.1.1 War (whether declared or not), hostilities, invasion, act of foreign enemies;
 - 18.1.2 Insurrection, revolution, rebellion, military, or usurped power, civil war, terrorism;
 - 18.1.3 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;
 - 18.1.4 Nuclear explosion, radioactive or chemical contamination or radiation (unless caused by the negligent act(s), omission(s) or default of the workmen, contractors and all other persons at all times during the execution of the Work);
 - 18.1.5 Pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds; and
 - 18.1.6 Riot, commotion or disorder, unless solely restricted to employees of the workmen, contractors and all other persons for the execution of the Work.

19. PERFORMANCE BOND

- 19.1 The Designated Universal Service Provider is required to submit a performance bond in the form of a Bank Guarantee issued by a local financial institution under the Financial Services Act 2013 (“**Performance Bond**”) prior to the implementation of the Approved Universal Service Plan.
- 19.2 The Performance Bond shall be twenty percent (20%) of the approved total cost of the Project. The Designated Universal Service Provider(s) shall ensure that the Performance Bond is always maintained at the value of 20% of the total approved cost of the Project.

- 19.3 The Performance Bond shall be kept valid from the commencement date of the Project until the expiry of 12 months after the date of submission of Declaration for the Milestone No. 2 in **Appendix 7** of this Invitation.
- 19.4 Should the Designated Universal Service Provider require an extension of time to complete the Project, it shall be the responsibility of the Designated Universal Service Provider to renew the Performance Bond at least three (3) months prior to the expiry of the said Performance Bond.
- 19.5 In the event that the designation of the Designated Universal Service Provider is revoked pursuant to the USP Regulations, the said Performance Bond or any balance thereof shall be forfeited.

20. CLARIFICATION AND ENQUIRIES

- 20.1 It is inevitable that some matters may have to be clarified following the evaluation of the submission and during the early stages of this Project. In this respect, the Commission reserves the right to issue written clarifications on the specifications where necessary, to stipulate any requirements more clearly.
- 20.2 By registering its interest and submitting its draft universal service plan, the Interested Licensee is deemed to consent to the use of any of the information in the draft universal service plan or part thereof by the Commission for any purpose whatsoever.
- 20.3 Should there be a need to seek clarification and additional information regarding this Invitation, all enquiries shall be directed to Tender Secretariat via email at tender@mcmc.gov.my
- 20.4 All relevant enquiries pertaining to this Invitation should reach the Commission in the following manner:
- i. Enquiries for submission of Registration of Interest on or before **12:00pm, 31 March 2023**; and
 - ii. Enquiries for submission of draft universal service plan on or before **12:00pm, 4 April 2023**.

21. OMISSIONS OR ERRORS

- 21.1 The Interested Licensee is advised to study all terms, conditions and specifications in this Invitation very carefully, make all necessary site surveys and seek necessary clarification before finalising its draft universal service plan under the USP Regulations.
- 21.2 The Interested Licensee and the Designated Universal Service Provider shall be solely responsible for all such omissions/errors without any additional costs being chargeable to the Commission.

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APPENDIX 1 – LIST OF UNIVERSAL SERVICE TARGETS FOR THE ESTABLISHMENT AND OPERATIONS OF PEDI

CLUSTER C01: Perlis and Kedah

| NO. | SITE ID | SPECIFIED LOCATION | STATE | UST | DISTRICT | LAT | LONG |
|------------|----------------|---------------------------|--------------|----------------------|-----------------|------------|-------------|
| 1 | PEDi_0912 | Taman Selasih | Perlis | Ngulang | - | 6.4765 | 100.2588 |
| 2 | PEDi_0913 | Taman Sri Hartamas | Perlis | Utan Aji | - | 6.4151 | 100.2021 |
| 3 | PEDi_0914 | Taman Temak Jaya | Perlis | Seriab | - | 6.4235 | 100.1846 |
| 4 | PEDi_0915 | Arked Bukit Selambau | Kedah | Pekan Bukit Selambau | Kuala Muda | 5.6838 | 100.6348 |
| 5 | PEDi_0916 | Sungai Pasir | Kedah | Bandar Sungai Petani | Kuala Muda | 5.6180 | 100.4645 |
| 6 | PEDi_0917 | Rumah Pangsa Alor Malai | Kedah | Bandar Alor Setar | Kota Setar | 6.1316 | 100.3897 |
| 7 | PEDi_0918 | Kampung Alor Binjal | Kedah | Tajar | Kota Setar | 6.0691 | 100.4348 |

CLUSTER C02: Sarawak

| NO. | SITE ID | SPECIFIED LOCATION | STATE | UST | DISTRICT | LAT | LONG |
|-----|-----------|----------------------------------|---------|-------------|-------------|--------|----------|
| 1 | PEDi_1062 | Kampung Sebuyau | Sarawak | Simunjan | Simunjan | 1.5198 | 110.9356 |
| 2 | PEDi_1063 | Kampung Temiang | Sarawak | Simunjan | Simunjan | 1.3343 | 110.8392 |
| 3 | PEDi_1064 | Lubok Punggor | Sarawak | Simunjan | Simunjan | 1.3388 | 110.7015 |
| 4 | PEDi_1065 | Kampung Tuie | Sarawak | Pusa | Pusa | 1.5405 | 111.3516 |
| 5 | PEDi_1066 | Nanga Tiga | Sarawak | Betong | Betong | 1.6071 | 111.7000 |
| 6 | PEDi_1067 | Kampung Bahagia Teku | Sarawak | Sibu | Sibu | 2.3535 | 111.8541 |
| 7 | PEDi_1068 | Kuala Pandan | Sarawak | Sebauh | Sebauh | 3.1534 | 113.3725 |
| 8 | PEDi_1069 | Pekan Belaga | Sarawak | Belaga | Belaga | 2.7052 | 113.7830 |
| 9 | PEDi_1070 | Kampung Penipah | Sarawak | Daro | Daro | 2.6998 | 111.2953 |
| 10 | PEDi_1071 | Long Bedian | Sarawak | Telang Usan | Telang Usan | 3.7943 | 114.7341 |
| 11 | PEDi_1072 | Kampung Semariang Batu | Sarawak | Kuching | Kuching | 1.6033 | 110.3273 |
| 12 | PEDi_1073 | Kampung Sungai Maong | Sarawak | Kuching | Kuching | 1.5427 | 110.3090 |
| 13 | PEDi_1074 | Kampung Rantau Panjang | Sarawak | Kuching | Kuching | 1.5013 | 110.2684 |
| 14 | PEDi_1075 | PPR Taman Flora Indah | Sarawak | Kuching | Kuching | 1.5087 | 110.3233 |
| 15 | PEDi_1089 | Dewan Masyarakat Sungai Maong | Sarawak | Kuching | Kuching | 1.5393 | 110.3278 |
| 16 | PEDi_1090 | Ajibah Abol | Sarawak | Kuching | Kuching | 1.5579 | 110.3402 |
| 17 | PEDi_1091 | Prima Bintawa Riverfront | Sarawak | Kuching | Kuching | 1.5727 | 110.3764 |
| 18 | PEDi_1092 | Kampung Batu Perak | Sarawak | Kuching | Kuching | 1.4664 | 110.3508 |
| 19 | PEDi_1093 | Nanga Budu | Sarawak | Saratok | Saratok | 1.7630 | 111.5092 |
| 20 | PEDi_1094 | Kampung Sentosa | Sarawak | Sibu | Sibu | 2.2770 | 111.8670 |
| 21 | PEDi_1095 | Taman Wawasan Sibu | Sarawak | Sibu | Sibu | 2.3386 | 111.8358 |
| 22 | PEDi_1096 | Pusat Komuniti Assyakirin Fasa 3 | Sarawak | Bintulu | Bintulu | 3.1914 | 113.0518 |
| 23 | PEDi_1097 | Ba'kelalan | Sarawak | Lawas | Lawas | 3.9773 | 115.6192 |

APPENDIX 2 – DETAILED SCOPE OF WORK

1. All equipment furnished shall be brand new, and be comprehensively insured with sufficient and adequate insurance coverage by the Designated Universal Service Provider. All equipment furnished must have warranty for a minimum for five (5) years.
2. All software provided shall be subscribed to by the Designated Universal Service Provider for period of five (5) years, and must be updated to include the latest version of the said software.
3. The Designated Universal Service Provider shall provide a minimum of 20 Mbps Internet access services with fibre backhaul and commercial power supply, if feasible. Any variations in the type of backhaul and power supply should be explained and substantiated with evidence.

| No. | Item / Description |
|-----|--------------------|
|-----|--------------------|

SECTION A

1 The Premises

- 1.1 Rent new (existing) premises within the same Universal Service Target(s) as provided in **Appendix 1**.
 - i. Minimum size: 900 sqft to 1200 sqft;
 - ii. A permanent building that is available for a minimum of five years;
 - iii. The premises shall have its own access and enable the Designated Universal Service Provider unimpeded access at all times; and
 - iv. Where possible, the premises shall be accessible by wheelchair bound persons and have toilets that are wheelchair friendly.
- 1.2 Renovation undertaken shall be to outfit the premises to replicate the existing concept of PEDi, with customisation to incorporate an open layout with the installation of a collapsible wall to facilitate the temporary separation of space to conduct training and allow surfing concurrently.
- 1.3 Installation of signage (at the premises and at the road shoulder) in the form and format shown in **Appendix 8**.
- 1.4 Provisioning of security equipment and services
 - i. CCTV Security System;
 - ii. Alarm Security System;
 - iii. Door and Window Grilles; and
 - iv. Lightning Protection System.

| No. | Item / Description |
|-----|--------------------|
|-----|--------------------|

- 1.5 Provisioning of utilities
 - i. Commercial Power Supply;
 - ii. Metered Water Supply; and
 - iii. Internet access service and backhaul.

2 Furniture and Fittings

- 2.1 Furniture that is essential to the PEDi shall include, but is not limited to the following:
 - i. Laptop tables and chairs;
 - ii. Tables and chairs for the usage of PEDi users that bring their own laptops;
 - iii. Front counter with ancillary furniture and locked file cabinets;
 - iv. Collapsible wall/options for temporary space partitioning that is cost effective;
 - v. Safe box for the purposes of depositing petty cash;
 - vi. Wall-mounted air-conditioners; and
 - vii. Standing fan(s).

3 IT Hardware and Equipment

- 3.1 Laptops for users, including headphones and microphones;
- 3.2 Laptops for Manager and Assistant Manager;
- 3.3 Server with server rack and accessories;
- 3.4 Uninterruptible Power Supply (UPS) for server;
- 3.5 Router/Modem;
- 3.6 Projector and Screen;
- 3.7 Laminating and Binding Machine;
- 3.8 LED TV minimum 55"; and
- 3.9 Others – please specify.

| No. | Item / Description |
|----------|---|
| 4 | Software and Applications |
| 4.1 | Microsoft Operating System (bulk purchasing for enterprise use); |
| 4.2 | Any software solution for word and data processing, video conferencing and presentation that are cost effective and innovative; |
| 4.3 | Anti-Virus (bulk purchase for enterprise use); |
| 4.4 | Central Monitoring System – shall be able to facilitate remote viewing by the Commission; |
| 4.5 | Website development; and |
| 4.6 | Others (please specify). |
| 5 | Project Management (Please specify and itemise in detail) |

SECTION B

- 6 Training Modules**
- 6.1 Training Modules for the Manager and Assistant Manager
- i. Please specify the training plans, modules and frequency.
- 6.2 Training for Segmented Targets of the local community (students, entrepreneurs and local populace e.g. Orang Asli community) in the following areas:
- i. Socio-economic enhancement;
 - ii. Education and e-Learning;
 - iii. Skill development; and
 - iv. Community well-being.
- 6.3 Please specify the training modules based on the areas as stated in subparagraph 6.2 above.

SECTION C

- 7 Human Resource**
- 7.1 Manager
- i. Minimum degree holder in any field, preferably in Information Technology, Business, Finance or Marketing;

| No. | Item / Description |
|----------|--|
| | <ul style="list-style-type: none"> ii. Basic Salary; iii. EPF; iv. SOCSO; and v. Insurance. |
| 7.2 | <p>Assistant Manager</p> <ul style="list-style-type: none"> i. Minimum diploma holder in any field, preferably in Information Technology, Business, Finance or Marketing; ii. Basic Salary; iii. EPF; iv. SOCSO; and v. Insurance. |
| 8 | Operations and Maintenance |
| 8.1 | <p>Website</p> <ul style="list-style-type: none"> i. Periodical updates in the web portal. |
| 8.2 | <p>Operational Items</p> <ul style="list-style-type: none"> i. Rental; ii. Supply of stationaries ; iii. 3-in-1 laser printer and maintenance; iv. Air conditioner – maintenance; v. Fire Extinguisher – maintenance; and vi. Others (please specify). |
| 8.3 | <p>Scheduled Maintenance</p> <ul style="list-style-type: none"> i. Annual schedule; ii. Scope of maintenance; and iii. Servicing team information. |
| 8.4 | <p>Corrective Maintenance</p> <ul style="list-style-type: none"> i. Detailed response time; ii. Detailed corrective plan (may be represented by category that based on severity or type of corrective to be done); and iii. Servicing team information. |
| 8.4 | <p>Utilities (projection of annual bill)</p> <ul style="list-style-type: none"> i. Electricity; ii. Water; and iii. Internet Services. |

APPENDIX 3 – REGISTRATION OF INTEREST FORM

[To be printed on Interested Licensee's Letterhead]

REGISTRATION OF INTEREST

To: **MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION**
MCMC Centre of Excellence (CoE), Jalan Impact, Cyber 6
63000 Cyberjaya, Selangor
(Attention: Tender Secretariat)

Date:

Dear Sirs,

REGISTRATION OF INTEREST TO BE UNIVERSAL SERVICE PROVIDER FOR THE PROVISIONING OF INTERNET ACCESS SERVICE AT THE PUSAT EKONOMI DIGITAL (PEDI)

Reference is made to the above and to the "Invitation to Register Interest as a Universal Service Provider – Ref. no. MCMC/IPMD/UID(1)/PEDI_2023/TC/03/2023(01) ("Invitation") issued by MCMC.

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 ("USP Regulations") in the Universal Service Targets specified below:

- a) Cluster No. xx
- b) Cluster No. xx

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 Target 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 a person who holds an equivalent designation in the Interested Licensee]*

APPENDIX 4 – TECHNICAL PROPOSAL

Section I

1. The Interested Licensee is required to submit information pursuant to subparagraphs below for each PEDi:
 - 3.3.1 - Locality of the UST;
 - 3.3.2 - Demographic of the community; and
 - 3.3.3 - Other facilities.

Section II

2. With reference to subparagraphs 5.1.1, 5.1.2, and 5.1.3 of the Invitation, the Interested Licensee is required to provide a checklist confirming the provisioning of all equipment and services specified in **Appendix 2** above. The template for the checklist of each PEDi is as per the following table:

| ITEM | DESCRIPTION | UNIT | QTY | PROVIDED / NOT PROVIDED (√ OR X) | REMARKS |
|------------------|--|------|-----|------------------------------------|---------|
| SECTION A | | | | | |
| A | INFORMATION ON PREMISES, LOCALITY OF THE INTERNET CENTRE(S), DEMOGRAPHIC OF THE COMMUNITY AND OTHER FACILITIES | | | | |
| 1. | Details of premises identified for operations of PEDi (must be an existing building e.g. shop lot, community hall, etc.) | | LS | | |
| 2. | Brief and clear description of the premises identified i.e. owner, condition of building, cost of lease per month, size and layout per PEDi proposed | | | | |
| 3. | Corroborate with photographs as far is possible | | | | |
| B | | | | | |
| B | SITE PREPARATION | | | | |
| 1. | Site survey, requisition, approval from relevant authority | | LS | | |
| 2. | Design, drawing, and documentation | | LS | | |
| 3. | Site clearing and mobilisation | | LS | | |
| C | | | | | |
| C | SIGNAGE & DÉCOR | | | | |
| 1. | To supply and install signboard “Pusat Ekonomi Digital” | No. | 1 | | |
| 2. | Road signage | No. | 3 | | |
| 3. | Wall décor: Stripe Feature Wall – surfing area | No. | 1 | | |

| ITEM | DESCRIPTION | UNIT | QTY | PROVIDED / NOT PROVIDED (√ OR X) | REMARKS |
|----------|---|------|-----|----------------------------------|---------|
| 4. | Door stripe: Both sides – surfing area | No. | 1 | | |
| 5. | 3 Panel Frame – surfing area | No. | 3 | | |
| 6. | Wall décor: Stripe flag – training area | No. | 1 | | |
| 7. | Frame 1: Negaraku (8' x 4') | No. | 1 | | |
| 8. | Frame 2: Rukun Negara (8' x 4') | No. | 1 | | |
| | | | | | |
| D | INTERNAL RENOVATION | | | | |
| 1. | Flooring tiles - vinyl dark brown tiles 2mm thick; with skirting 100mm high MDF skirting | | LS | | |
| 2. | Ceiling and relevant finishing | | LS | | |
| 3. | Collapsible wall and finishing or other cost effective options for the flexible division of space | No. | 1 | | |
| 4. | Single leaf solid wood for emergency exit incl. lock and relevant finishing | No. | 1 | | |
| 5. | Double leaf aluminium full glass swing door incl. lock, clear glass and relevant finishing | No. | 1 | | |
| 6. | Vertical blinds for training area and surfing area | sqft | 400 | | |
| 7. | Wall painted – color White, Red, Blue incl. labour | | LS | | |
| | | | | | |
| E | SECURITY | | | | |
| 1. | Supply and install CCTV System (8 cameras) and alarm system | No. | 8 | | |
| 2. | Door bell | No. | 1 | | |
| 3. | Magnetic lock for main door c/w switch button at door and counter | No. | 1 | | |
| 4. | Fire extinguisher | No. | 2 | | |
| 5. | Safety box (55kg) | No. | 1 | | |
| 6. | Metal grill (doors and windows) | | LS | | |
| | | | | | |
| F | ELECTRICAL/CABLING SYSTEM | | | | |
| 1. | Supply, install & terminate fire retardant type Distribution Point Box (DP) | | LS | | |
| 2. | Cabling, wiring, earthing incl. earth chamber and copper | | LS | | |
| 3. | DB Box (Change existing, upgrade, register & deposit to TNB/SESCO/SESB) for new single phase power supply | | LS | | |
| 4. | Install & terminate switch socket outlets (S/S/O) according to technical specifications & drawing | | LS | | |
| 5. | LED emergency light | Unit | 2 | | |

| ITEM | DESCRIPTION | UNIT | QTY | PROVIDED / NOT PROVIDED (√ OR X) | REMARKS |
|----------|---|------|-----|----------------------------------|---------|
| 6. | Supply, install, terminate and test one (1) unit Distribution Board c/w Main switch, Surge Protection Device, RCCB & MCB (Single Phase) | | LS | | |
| 7. | Panel board timer for air conditioners in training room (for network equipment) | | LS | | |
| 8. | LED Exit signage lamp | | LS | | |
| | | | | | |
| G | FURNITURE | | | | |
| 1. | Counter area | | | | |
| | • Counter table | No. | 1 | | |
| | • Printer table | No. | 1 | | |
| | • Heavy duty mesh chair (black) | No. | 1 | | |
| 2. | Surfing area | | | | |
| | • Mobile table | No. | 5 | | |
| | • Surfing chair | No. | 5 | | |
| 3. | Workstation area | | | | |
| | • Laptop table – 700mmD x 1000mmW | No. | 15 | | |
| | • Heavy duty mesh chair (black) | No. | 15 | | |
| 4. | Training area | | | | |
| | • Heavy duty mesh chair (black) | No. | 15 | | |
| | • Laptop table – 700mmD x 1000mmW | No. | 15 | | |
| | • Table for instructor | No. | 1 | | |
| | • Heavy duty mesh chair for instructor (black) | No. | 1 | | |
| 5. | Visitor area | | | | |
| | • Display cabinet | No. | 1 | | |
| | • Brochure cabinet | No. | 1 | | |
| | | | | | |
| H | HARDWARE (PLEASE PROVIDE DETAILS FOR EACH ITEM) | | | | |
| 1. | Laptop for end user incl. 5 years manufacturer warranty | No. | 10 | | |
| 2. | Laptop for Manager and Assistant Manager incl. 5 years manufacturer warranty | No. | 2 | | |
| 3. | Anti-theft locks to secure laptops to the tables | No. | 12 | | |
| 4. | Server with accessories (with 5 years manufacturer warranty) if required | No. | 1 | | |
| 5. | Server Rack and its ancillaries | No. | 1 | | |
| 6. | Wireless AP (WiFi) – indoor and outdoor | No. | 2 | | |
| 7. | Binding machine | No. | 1 | | |
| 8. | Laminating machine | No. | 1 | | |
| 9. | LED TV min 55" | No. | 1 | | |
| 10. | 2.0 hp air conditioners | No. | 2 | | |
| 11. | Standing fan | No. | 2 | | |

| ITEM | DESCRIPTION | UNIT | QTY | PROVIDED / NOT PROVIDED (√ OR X) | REMARKS |
|----------|---|------|---------|----------------------------------|---------|
| 12. | LCD projector (inclusive of accessories and installation) | No. | 1 | | |
| 13. | Fixed white screen | No. | 1 | | |
| 14. | Router | No. | 1 | | |
| | | | | | |
| I | SOFTWARE APPLICATIONS (PLEASE PROVIDE DETAILS FOR EACH ITEM) | | | | |
| 1. | Software solutions for word and data processing, video conferencing and presentation that are cost effective and innovative | No. | 12 | | |
| 2. | Operating System for server incl. 5 years subscription | No. | 1 | | |
| 3. | Anti-Virus incl. 5 years subscription | No. | 12 | | |
| 4. | Website & local content development incl. 5 years subscription | No. | 1 | | |
| 5. | Control Monitoring System incl. bandwidth management system | | LS | | |
| | | | | | |
| J | UTILITIES | | | | |
| 1. | Commercial power supply | | LS | | |
| 2. | Metered water supply | | LS | | |
| 3. | Commercial Internet connection | | LS | | |
| | | | | | |
| K | RESTORATIVE WORKS | | | | |
| 1. | Repairing the building (if necessary, must be itemised) | | itemise | | |
| | | | | | |
| L | PROJECT MANAGEMENT | | | | |
| 1. | Project Management cost (if necessary, must be itemised) | | itemise | | |

| ITEM | DESCRIPTION | UNIT | QTY | PROVIDED / NOT PROVIDED (√ OR X) | REMARKS |
|------------------|--|------|-----|----------------------------------|---------|
| SECTION B | | | | | |
| A | TRAINING MODULES | | | | |
| 1. | Training modules for Manager (scope and outline of content) | | LS | | |
| 2. | Training modules for Assistant Manager (scope and outline of content) | | LS | | |
| 3. | Training modules for Socio - Economic Enhancement (scope and outline of content) | | LS | | |
| 4. | Training modules for Education and Skills Enhancement (scope and outline of content) | | LS | | |
| 5. | Training modules for Community well-being (scope and outline of content) | | LS | | |

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| ITEM | DESCRIPTION | UNIT | QTY | PROVIDED / NOT PROVIDED (√ OR X) | REMARKS |
|------------------|---|-------|-----|----------------------------------|---------|
| SECTION C | | | | | |
| A | HUMAN CAPITAL | | | | |
| 1. | Manager | | | | |
| | • Basic salary | Month | 12 | | |
| | • EPF | Month | 12 | | |
| | • SOCSO | Month | 12 | | |
| | • Insurance | Month | 12 | | |
| 2. | Assistant Manager | | | | |
| | • Basic salary | Month | 12 | | |
| | • EPF | Month | 12 | | |
| | • SOCSO | Month | 12 | | |
| | • Insurance | Month | 12 | | |
| B | OPERATIONAL ITEMS | | | | |
| 1. | Rental of the premises (per PEDI) | No. | 12 | | |
| 2. | Supply of stationaries (please provide details) | | LS | | |
| 3. | 3-in-1 laser printer rental & maintenance | No. | 12 | | |
| 4. | Fire extinguisher | No. | 2 | | |
| 5. | Scheduled maintenance | | | | |
| | • Building maintenance | No. | 4 | | |
| | • Hardware/software maintenance | No. | 4 | | |
| | • Air conditioner maintenance | No. | 4 | | |
| 6. | Corrective maintenance | | | | |
| C | UTILITIES | | | | |
| 1. | Managed Internet services with NMS maintenance/monitoring/reporting | No. | 12 | | |
| 2. | On-site support, monitoring & comprehensive maintenance | No. | 4 | | |
| 3. | Electricity | No. | 12 | | |
| 4. | Water | No. | 12 | | |
| 5. | Internet connectivity | No. | 12 | | |
| D | SOFTWARE/ WEBSITE/ LOCAL CONTENT MAINTENANCE | | | | |
| 1. | Contral monitoring system maintenance | No. | 12 | | |
| 2. | Website & local content maintenance | No. | 12 | | |
| E | INSURANCE | | | | |
| 1. | Comprehensive insurance | | LS | | |

APPENDIX 5 – FINANCIAL PROPOSAL

1. With reference to subparagraphs 5.2.1, 5.2.2, and 5.2.3 of the Invitation, the Interested Licensee is required to provide detailed cost information to design, supply, install, test, commission and operate each of the PEDi (for CAPEX and OPEX). OPEX information and detailed breakdown shall be provided by month and year.
2. All prices shall be inclusive of any applicable tax imposed by the Government.
3. The table in **Appendix 5** in this Invitation shall be replicated.
4. All sites must have a project signages erected during the implementation of the PEDi. The signage should specify the details of the service provider, a hotline number and the expected timeline for project delivery. The cost for the signage at each site shall be borne by the Designated Universal Service Provider (not claimable from the USP Fund).
5. The Interested Licensee shall submit the following tables:

i. Section A - Summary of Capital Expenditure (CAPEX)

Cluster: _____

| No. | PEDi | General and preliminaries (RM) | Renovation & Security (RM) | Equipment & Fitting (RM) | Hardware & Software (RM) | Backhaul (RM) | Power Supply (RM) | Any other relevant cost (RM) | Total (RM) |
|---|------|--------------------------------|----------------------------|--------------------------|--------------------------|---------------|-------------------|------------------------------|------------|
| <i>Please provide detailed and complete breakdown of all items*</i> | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

**Each category above, for example, General and Preliminaries, must be itemised explicitly and clearly for each PEDi. The itemisation will be treated as the Bill of Quantity of the PEDi. The Interested Licensee shall ensure that the information provided in Appendix 5 in this Invitation is captured clearly and itemised in this table.*

ii. Section B - Summary of Capital Expenditure (CAPEX)

Cluster: _____

| No. | PEDi | Socio-Economic Enhancement (RM) | Education and Skills Enhancement (RM) | Community Well-Being (RM) | Any other relevant cost (RM) | Total (RM) |
|---|------|---------------------------------|---------------------------------------|---------------------------|------------------------------|------------|
| <i>Please provide detailed and complete breakdown of all items*</i> | | | | | | |
| | | | | | | |
| | | | | | | |

**Each category above, for example training or any other relevant cost, must be itemised explicitly and clearly for each PEDi. The itemisation will be treated as the Bill of Quantity of the PEDi. The Interested Licensee shall ensure that the information provided in Appendix 5 in this Invitation is captured clearly and itemised in this table.*

iii. Section C - Summary of Operational Expenditure (OPEX)

Cluster: _____

| No. | PEDi | Manager (RM) | Assistant Manager (RM) | Web Portal (RM) | Stationaries (RM) | Scheduled/ Corrective Maintenance (RM) | Backhaul (RM) | Power supply (RM) | Any other relevant cost (RM) | Total (RM) |
|---|------|--------------|------------------------|-----------------|-------------------|--|---------------|-------------------|------------------------------|------------|
| <i>Please provide detailed and complete breakdown of all items*</i> | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

**Each category above must be itemised explicitly and clearly for each PEDi. The itemisation will be treated as the Bill of Quantity of the PEDi. The Interested Licensee shall ensure that the information provided in Appendix 5 in this Invitation is captured clearly and itemised in this table.*

iv. Section D - Total of CAPEX and OPEX

Cluster: _____

| No. | PEDi | Section A (RM) | Section B (RM) | Section C (RM) | Total (RM) |
|-----|------|----------------|----------------|----------------|------------|
| | | | | | |
| | | | | | |

Signed for and on behalf of

.....

by [to be signed by the Chief Executive Officer or a person who holds an equivalent designation in the Interested Licensee]

6. The four (4) tables above are not exhaustive and shall be accompanied by a detailed Bill of Quantity for each PEDi. The Bill of Quantity shall be clearly itemised and provide clear descriptions of items where necessary.
7. **The Financial Proposal shall be signed by the Chief Executive Officer or a person who holds an equivalent designation in the Interested Licensee.**

APPENDIX 6 – LICENSEE’S INFORMATION

Instructions: The submission shall be arranged in the following manner:

- A. Folder 1** **Items 1 to 7 listed below**
- B. Folder 2** **Item 8 only without the name/logo of the Interested Licensee. Failure to comply with this requirement may result in the disqualification of the Interested Licensee’s submission**

Folder 1:

1. A certified true copy of NFP(I), NSP(I), and ASP(C) licence(s)
2. A certified true copy of the latest corporate information issued by the Companies Commission of Malaysia namely SSM e-info, which includes, but is not limited to the following information:
 - a) Company name and company registration number;
 - b) Date of incorporation;
 - c) Registered and business address;
 - d) Total issued capital (RM);
 - e) Directors and shareholders; and
 - f) Summary of financial information.
3. Website
4. Identity of professional managers (third party, if any, to manage the PEDi)
5. Number of employees of professional managers (third party, if any, to manage the PEDi).
6. Financial details
 - a) Assets (RM):
 - b) Liabilities (RM):
 - c) Net Worth (Assets – Liabilities) (RM):
7. A certified true copy of audited accounts for the past five (5) consecutive financial years

Folder 2:

8. A brief write-up of the Interested Licensee’s track record in handling previous USP project(s) or similar project(s) for the collective Internet access service (please specify the projects, scope of work and delivery timelines, if relevant) as shown in the table below:

| No. | USP project | Role played | Scope of work | Delivery timeline |
|-----|-------------|---|---------------|-------------------|
| 1. | | <i>e.g: Designated Universal Service Provider / subcontractor</i> | | |

APPENDIX 7 – CLAIM SCHEDULE

All claims shall be made pursuant to the USP Regulations and shall be based on the relevant percentage of progress and the fulfilment of the conditions stipulated below:

| Milestone No. | Claim (%) | Description | Conditions |
|--------------------------------------|------------|----------------------|--|
| Capital Expenditure (“CAPEX”) | | | |
| 1. | 15 | Advance Claim | Submission of a written claim(s) shall be in the form and format specified by the Commission, and shall be made 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. |
| 2. | 75 | First Progress Claim | Submission of a written claim(s) shall be in the form and format specified by the Commission and shall be made when the PEDi is available for use by end users (general public), which shall be signified through the submission of the Declaration of the completion of work for Milestone No. 2 for the relevant PEDi. |
| 3. | 10 | Final Claim | Submission of a written claim(s) shall be in the form and format specified by the Commission and shall be made 12 months AFTER the submission of the Declaration of the site being available for use by the end user, is received by the Commission. The submission of the final claim(s) shall also be accompanied by a declaration of an external licenced auditor appointed by the Designated Universal Service Provider to certify that the Work has been delivered and that all claims made have been verified to be accurate and true. |
| Total | 100 | | |

| Milestone No. | Claim (%) | Description | Conditions |
|---|-----------|---|---|
| Operational Expenditure (“OPEX”) | | | |
| 1. | 100 | Quarterly Payment Claim [throughout the period of five (5) years Operational Period] | Submission of the quarterly claim(s) and/or yearly claim(s) shall be in the form and format specified by the Commission and accompanied by a Declaration made by the Designated Universal Service Provider. |

Note:

The Commission reserves the right to verify the written claim(s) for each PEDI in the USTs specified in Appendix 1 of this Invitation, submitted by the Designated Universal Service Provider pursuant to the USP Regulations, prior to making any payments, and the verification made by the Commission shall be final.

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APPENDIX 8 – SIGNAGE

Specifications of the New Signboard and Road Signage for PEDi

A. Design, dimension and installation of Signboard

i. Design 1: for PEDi located in all the states except Sabah and Sarawak.

DIMENSION

Signboard: Pusat Ekonomi Digital (PEDi)



Font

PUSAT EKONOMI DIGITAL KELUARGA MALAYSIA (PEDi) (Jawi) - Sakkal Majalla Bold
PUSAT EKONOMI DIGITAL KELUARGA MALAYSIA (PEDi) (Roman) - Impact

ii. Design 2: for PEDi located in Sabah and Sarawak.

DIMENSION

Signboard: Pusat Ekonomi Digital (PEDi)



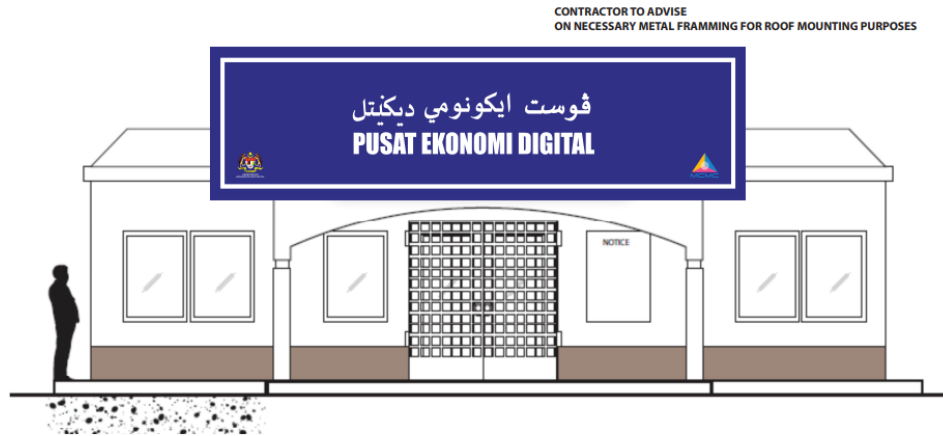
Font

PUSAT EKONOMI DIGITAL KELUARGA MALAYSIA (PEDi) (Roman) - Impact

iii. Installation of Signboard

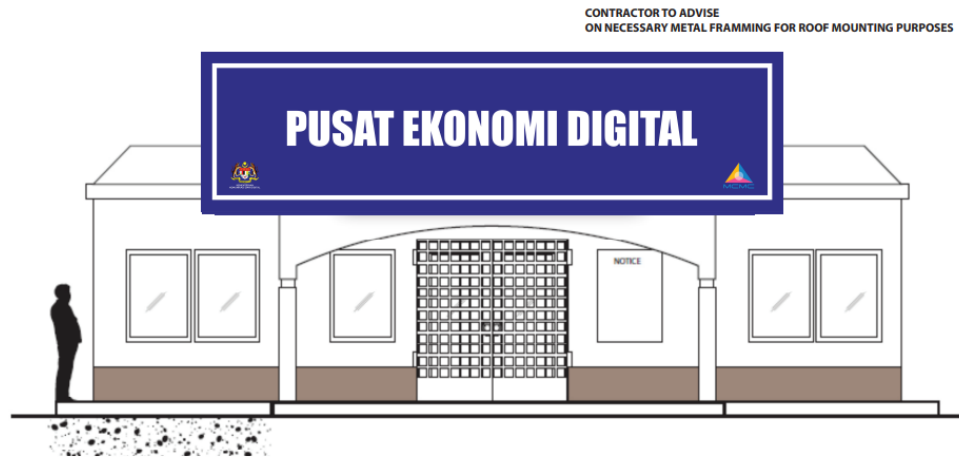
OVERVIEW

Signboard: Pusat Ekonomi Digital (PEDi)



OVERVIEW

Signboard: Pusat Ekonomi Digital (PEDi)



B. Design, dimension and installation of Road Signage for 500m, 1km, and 2km. The road signage with Jawi and Roman font is applicable for all the states except Sabah and Sarawak.

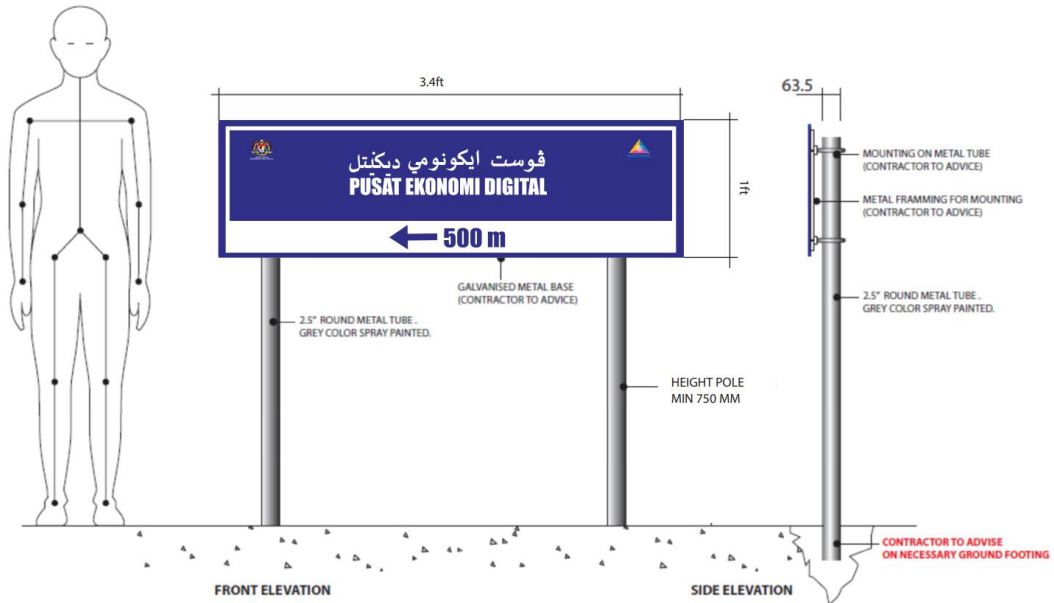


The road signage for all states in West Malaysia

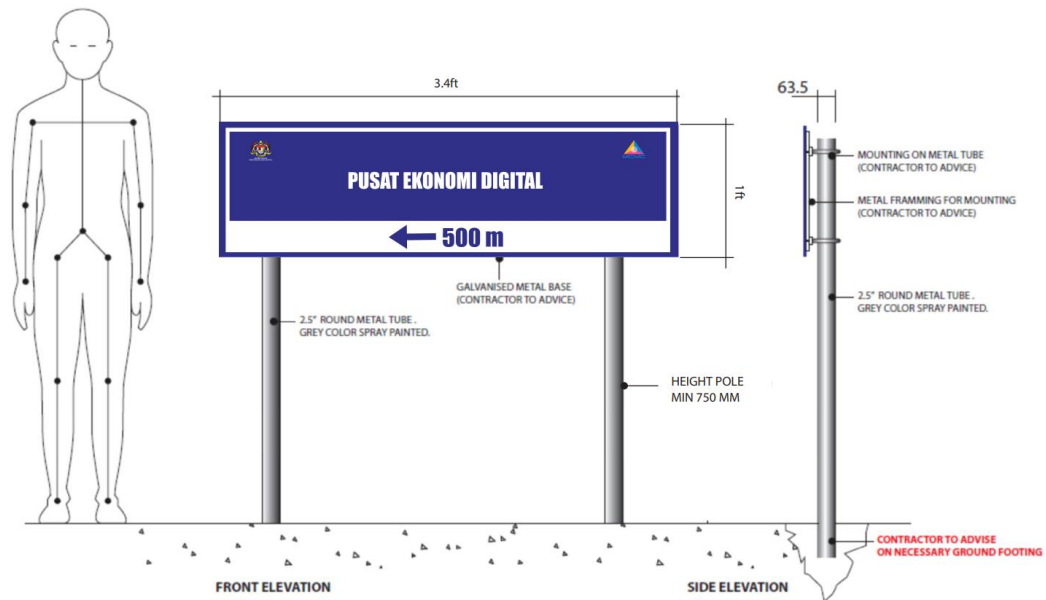


The road signage for Sabah and Sarawak

SPECIFICATION OF PUSAT EKONOMI DIGITAL (PEDI) ROAD SIGNAGE



The road signage for all states in West Malaysia







The road signage for all states in Sabah and Sarawak

Font

PUSAT EKONOMI DIGITAL (PEDI) (Jawi) - Sakkal Majalla
 PUSAT EKONOMI DIGITAL (PEDI) (Roman) - Impact

Colour Legend

| | |
|---|--|
| SKMM LOGO | BODY |
|  c 100 m 34 y 0 k 2 |  c 100 m 100 y 0 k 0 |
|  c 0 m 84 y 9 k 0 | |
|  c 0 m 30 y 100 k 0 | |

**** end ****