

MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION (SURUHANJAYA KOMUNIKASI DAN MULTIMEDIA MALAYSIA)

INVITATION TO REGISTER INTEREST

AS

UNIVERSAL SERVICE PROVIDER

SISTEM KABEL RAKYAT 1MALAYSIA (SKR1M)

Ref.: MCMC/RDD/PDD(3)/SKR1M/TCA/07/14(06) Date: 25 July 2014

Invitation to Register Interest as Universal Service Provider MCMC/RDD/PDD(3)/SKR1M/TCA/07/14(06)

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ABBREVIATIONS

ASP(C)	Applications Services Provider (Class)
BU	Branching Unit
CAPEX	Capital Expenditure
CD-ROM	Compact Disc Read Only Memory
СМА	Communications and Multimedia Act 1998
DWDM	Dense Wavelength Division Multiplexing Technology
ITU-T	International Telecommunication Union Telecommunication Standardization Sector
KM	Kilometer
Min.	Minimum
MCMC	Malaysian Communications and Multimedia Commission
NFP(I)	Network Facilities Provider (Individual)
NMS	Network Management System
No.	Number
NOC	Network Operation Centre
NSP(I)	Network Service Provider (Individual)
RPL	Route Position List
SCLC	Submarine Cable Landing Centre
SKR1M	Sistem Kabel Rakyat 1 Malaysia
SLA	Service Level Agreement
SLD	Single Line Diagram
Tbps	Terabit per Second
UAT	User Acceptance Test
USP	Universal Service Provision
UST	Universal Service Target

INTERPRETATION

Any term or word used in this Invitation shall, unless expressly stated or if the context otherwise requires, have the same meaning as in the Communications and Multimedia Act 1998, the regulations and/or the instrument(s) made under it.

- (a) "Licensee" means a person who either holds an individual licence, or undertakes activities which are subject to a class licence, granted under the Communications and Multimedia Act 1998 (Act 588).
- (b) "Universal service provider" means a licensee who MCMC approved the draft of universal service plan and designated as universal service provider for the universal service target.
- (c) "Act" means the Communications and Multimedia Act 1998 (Act 588).
- (d) "Regulations" means the Communications and Multimedia (Universal Service Provision) Regulations 2002.
- (e) "System" means the submarine cable system to be known as SKR1M.
- (f) "Work" means the entire work to be undertaken and completed by the universal service provider for the design, finance, supply, delivery, installation, testing, commissioning and operation of SKR1M.
- (g) "Sites" means 5 clusters of links including SCLC for the provision of SKR1M as specified in Appendix 1.
- (h) "Access" means access to a network facility or network service listed under Section 145, Chapter 3 of Part VI of the Act.

IMPORTANT INSTRUCTIONS

This invitation to register interest as universal service provider comprises of five (5) sections as described below:

Section	Title	Description	
I	Introduction	Overview and purpose of this document	
11	Invitation to register interest	Sets out the requirements for the facilities and services to be provided, licence requirements and the response requirements towards submission to MCMC	
	General terms and conditions	Sets out the applicable terms and conditions	
IV	Payment from the USP fund	Sets out the details of the payment	
Appendices	Appendix 1 – 6	Sets out other requirements and cable specifications	

The Licensees are advised to read and understand the obligations and requirements set up in the Communications and Multimedia (Universal Service Provision) Regulations 2002 [P.U.(A) 419/2002] (as amended by P.U (A) 258/2008) and the whole content of this document before register interest as a universal service provider.

The Licensees also are advised to study all terms, conditions and specifications and to conduct necessary surveys and clarifications before submitting the draft of universal service plan.

SECTION I INTRODUCTION

1 BACKGROUND

- 1.1. The Universal Service Provision (USP) project is an ongoing effort to promote the widespread availability and usage of network services and applications services by encouraging the installation of network facilities and the provision for network services and applications services in underserved areas and/or for underserved groups within the community ("universal service targets).
- 1.2. Malaysian Communications and Multimedia Commission ('MCMC') had, pursuant to subregulation 4(1) of the Communications and Multimedia (Universal Service Provision) Regulations 2002 [P.U.(A) 419/2002] (as amended by P.U (A) 258/2008) ("the Regulations"), issued and published notifications specifying universal service targets under Notification Ref. No.: NT/USP/2/02, NT/USP/1/04, NT/USP/08/01 and NT/USP/01/11 ("the Notifications").
- 1.3. This invitation to register interest as universal service provider is made pursuant to subregulation 3(1), subregulation 5(1) and subregulation 19(2A) of the Regulations ("this Invitation").
- 1.4. Under this Invitation, the installation of network facilities and the provision of network services shall take the form of Sistem Kabel Rakyat 1Malaysia ('SKR1M').
- 1.5. The ultimate goal of this project is to improve the connectivity, reliability and affordability of internet access especially in Sabah and Sarawak as announced by YAB Prime Minister on 25 October 2013 during the Budget 2014. Consequently, such project shall be able to achieve several objectives as follows:
 - (a) To improve national broadband connectivity within Peninsular Malaysia and Sabah and Sarawak;
 - (b) To improve the Internet speed, reliability and to consistently deliver high speed capacity;
 - (c) To provide resiliency via complete redundancy network; and
 - (d) To promote efficiency and affordability for use of Internet for the people.

SECTION II INVITATION TO REGISTER INTEREST

2 GENERAL EXPLANATION ON THE FACILITIES AND SERVICES TO BE PROVIDED

- 2.1. This Invitation is made with respect to the universal service objectives set out in regulation 3 of the Regulations.
- 2.2. The provision of SKR1M includes, but is not limited to, the following scope of work; the installation of submarine Fiber Optic cable, the establishment of submarine cable landing centre (SCLC) and the setting-up of its related equipment.
- 2.3. The SKR1M consists of 5 clusters of links including SCLC which are shown in **Figure 1** and also listed below, including further information, in **Table 1**.



Figure 1: Overview of SKR1M

Table 1: SKR1M Submarine Cable System

No.	Cluster	Landing Point	Landing Point	Estimated Length (km)	Min. Fiber Pairs	Remarks
1	S1	Mersing	Kuching	800	2	
2	S2	Kuching	Bintulu	500	2	System
3	S3	Bintulu	Miri	190	2	design life of 20
4	S4	Miri	Kota Kinabalu	440	2	years
5	S5	Kota Kinabalu	Cherating	1570	2	

- 2.4. The initial capacity of 4Tbps submarine cable is to be built to connect S1, S2, S3, S4 and S5 links as per **Table 1** utilizing the latest Dense Wavelength Division Multiplexing Technology (DWDM) 100Gbps technology and upgradeable to a minimum of 12.8Tbps.
- 2.5. The SKR1M project component consists of the following:
 - (a) Supply and laying of 5 clusters of submarine Fiber Optic cable with an estimated length of 3,500km;
 - (b) Establishment of 6 SCLC at each landing location, equipped with the necessary equipment, related interconnection and access with other existing networks; and
 - (c) Operation and maintenance of the above infrastructure and connectivity for a period of 20 years from the date of completion of the Work.
- 2.6. In relation to the above, the SKR1M project shall be delivered as a Public Private Partnership (PPP). Licensees are hereby invited to register their interest to be the universal service provider in the universal service targets (UST) specified in <u>Appendix 1</u> in accordance with the details set out in this Invitation.
- 2.7. The SKR1M to be set up shall meet the following requirements:
 - (a) General Design Philosophy:
 - i. The proposed Fiber Optic Links between the designated SCLC are to be the primary telecommunication backbone link between major cities in Sabah and Sarawak and Peninsular Malaysia. The completion of this project shall be able to alleviate the current communication issues and to ensure sufficient bandwidth at an affordable rate and high reliability.
 - (b) Technical Requirements:
 - i. The design shall meet all the telecommunication needs for the efficient performance of East and West Malaysian communications systems.
 - ii. The design shall provide an Integrated Telecommunication network and common infrastructure (back-bone link) to handle voice, data, video, control signals and others between the designated SCLCs.
 - iii. The design shall analyze and propose the most economical and viable option in the provision of the network facilities, services and applications.
 - iv. The design shall deploy proven robust technology with modern state-ofart technologies, low maintenance components, use of systems with selfdiagnostic characteristics, incorporating redundancy systems where necessary to ensure reliability.

- v. The design shall consider scalability and expandability of the communication network.
- vi. The entire infrastructure and connectivity where applicable, unless otherwise specified in this Invitation, shall be provided by the Licensees.
- vii. The Licensees shall ensure the access and end-to-end connectivity from the SCLC and comply with the interoperability and its related interconnection with the network facilities providers, network services providers, applications service providers and content applications service providers as may be applicable.
- viii. The Fiber Optic cable shall be 24 cores of Single Mode type, repeaterless and/or repeatered cable system subject to feasibility of the cable span. The selection of the cable type and length of the cable protection and capacity type shall be finalized during the Detailed Engineering Design subject to survey recommendation.
- ix. The material characteristic of the Fiber Optic cable should enable the optical fiber to tolerate stated loss and ageing mechanisms, especially bending, strain, hydrogen, stress, corrosion and radiation. The submarine Fiber Optic cable supply shall comply with ITU-T G.652D or ITU-T G.654 standards and compliance with ITU-T G.976 or equivalent for testing of optical fiber submarine cable system.
- (c) Service Requirements:
 - i. The provision of bandwidth services.
 - ii. The Licensees shall provide specific provisions or enter into agreements to facilitate and encourage usage of capacity and access at a reasonable commercial market rate, to the network facilities providers (NFP), network services providers (NSP), applications service providers (ASP) and content applications service providers (CASP) as may be applicable.
 - iii. MCMC reserves the right to control or to intervene in relation to the bandwidth rate structure for this project. In the event of any dispute in relation to rates, MCMC may, in consultation with all parties concerned, decide on an appropriate rate to be fixed.
- (d) Financial Requirements:
 - i. For the avoidance of doubt, the SKR1M project shall be delivered as a Public Private Partnership (PPP). The disbursement of financial resources for SKR1M shall be contributed from the Universal Service Provision (USP) Fund and from the Licensee's investment.

- ii. The Licensees shall demonstrate that it has strong credit backing and can directly or indirectly arrange successful financing for the provision of SKR1M.
- iii. The Licensees shall clearly state its amount of investment from the total estimated project cost and include in the draft of the universal service plan all appropriate information including the capital expenditure (Capex) costs relating to the design, supply, delivery, installation, testing and commissioning of SKR1M.
- iv. The Licensees shall take necessary measures to ensure that the facilities and services of SKR1M are in operation for up to 20 years.

3 SCOPE OF WORK

- 3.1. The scope of work under this Invitation is the design, supply, delivery, installation, testing, commissioning and operation of SKR1M and to comply with all the requirements and terms and conditions as set forth in this Invitation.
- 3.2. The Work has to be carried out subject, but not limited to, the following requirements:
 - (a) Design of submarine cable system:
 - i. Will be responsible for the design, engineering, manufacturing, inspection, testing, packing, delivery, installation, and commissioning of a complete Fiber Optic system for the intended links.
 - ii. Desktop study to include the route, cable engineering and locations of landing points (SCLC) including the land acquisition and beach manholes.
 - iii. To perform site survey work at the above locations, or at any related site, for detail engineering prior to the commencement of implementation work to verify the installation and interfacing work to be carried out.
 - iv. To perform an environmental impact study as required by any relevant authority.
 - v. To take into account the provisions contained in Section 21 and 22 of the Exclusive Economic Zone Act 1984 (Act 311) and the rules and regulations of local authorities and other authorities.

- (b) Supply of equipment and laying of submarine cable:
 - i. Supply of all wet plant equipment and dry plant equipment such as cable, repeaters, terminal equipment and submersible equipment including land cable.
 - ii. Route clearance and cable burial by suitable ships/vessels. Identify the vessel or type of vessel proposed to be involved.
 - iii. The route shall not interfere with the existing infrastructure and any risks to the existing infrastructure such as cable cut shall be borne by the universal service providers.
 - iv. Secure all the licenses and/or permits required at local, region and international levels.
- (c) Installation, testing and commissioning:
 - i. Marine installation and land cable installation between beach manholes to the SCLC as appropriate.
 - ii. Testing the functionality of all equipment and the complete integrated system.
 - iii. Network Management System (NMS) and its related furnishing.
- 3.3. The Licensees are encouraged to engage local contractors and/or suppliers to perform any part of the Work where possible.

4 OPERATION, MAINTENANCE AND SUPPORT

4.1. The Licensees shall include in their draft universal service plan details on the provisioning of the maintenance and supports services including but not limited to the response times, hotline numbers, contact personnel and all other relevant information in the form set out in <u>Appendix 3</u> for MCMC's consideration and approval.

5 THE APPOINTMENT OF EXTERNAL INDEPENDENT PROFESSIONALS

- 5.1. MCMC may appoint External Independent Professionals (EIP) certified by accredited or professional bodies and by the Ministry of Finance (for consultation services) prior to the execution of the approved universal service plan with details of the EIP scope of services as stipulated in **Item 15**.
- 5.2. All costs and expenses related to the appointment of the EIP shall be borne by the universal service providers.

5.3. The Licensees shall include in the draft of universal service plan the estimated cost for the appointment of EIP in accordance with the scope of service and period of service as stipulated in **Item 15**.

6 REGISTRATION OF INTEREST AS UNIVERSAL SERVICE PROVIDER

- 6.1 Pursuant to regulation 5 of the Regulations, MCMC invites all Licensees to register their interest to be a universal service provider.
- 6.2 Interested Licensees who wish to register their interest to become the universal service provider pursuant to this Invitation must fulfill the following requirements:
 - (a) Hold the requisite licences under the Communications and Multimedia Act 1998 that enable them to carry out the scope of work under this Invitation within the scope of their licences and must be a holder of all the following licences:
 - i. Network Facilities Provider (Individual) [NFP(I)] licence and is authorized to own or to provide the following network facilities:
 - 1. fixed links and cables; and
 - 2. submarine cable landing centre
 - ii. Network Service Provider (Individual) [NSP(I)] licence;
 - (b) NFP(I) and NSP(I) Licensees must ensure that the licensed permitted area in their licences allows the Licensees to undertake and fulfill the scope of work specified in the relevant universal service targets that is/are bid for. The coverage area for the NFP(I) and NSP(I) licence shall be Malaysia.
- 6.3 Notwithstanding the above, to be eligible to register an interest, the Licensees shall not have any outstanding amount due to MCMC including but not limited to the following:
 - (a) Any licence fees payable to MCMC under the Act;
 - (b) Universal Service Provision Fund contribution; and
 - (c) Apparatus Assignment fees.
- 6.4 MCMC reserves the right to disqualify the registration or the submission of any draft universal service plan by any Licensee who has failed to comply with the above requirement stated in **Item 6.3**.
- 6.5 For the purpose of this Invitation, Licensees shall register their interest to become the universal service provider for ALL of the clusters of universal service targets listed in **Appendix 1**.

6.6 Licensees shall register their interest with MCMC by submitting the duly completed form enclosed in <u>Appendix 2</u> of this Invitation to the following address:

MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION Off Persiaran Multimedia 63000 Cyberjaya, Selangor Darul Ehsan (Attn.: Secretary of the Tender Committee)

- 6.7 Please note that the deadline for submitting the duly completed registration of interest form in relation to the universal targets is stated in **Item 9.1** of this Invitation.
- 6.8 Licensees are hereby reminded that pursuant to subregulation 6(1) and subregulation 7(2) of the Regulations, those who have registered their interest will be legally obliged to submit their draft universal service plan(s) for their chosen universal service targets and such further information as requested by MCMC. The scope of the draft universal service plan and the manner of submission are specified in **Items 7** and **Item 8** of this Invitation.
- 6.9 A Licensee who fails to comply with subregulation 6(1) or subregulation 7(2) commits an offence under the Regulations and shall on conviction be liable to a fine of RM300,000.00 or to imprisonment for a maximum term of 3 years or both.

7 SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN

- 7.1 Any Licensees who have registered their interest with MCMC pursuant to the Invitation under regulation 5 of the Regulations shall submit their draft of universal service plan for all of the USTs as listed in <u>Appendix 1</u>.
- 7.2 In preparing the draft universal service plan, Licensees shall include the appropriate information relating to the technical and financial proposal for each of the universal service target as per outlined in **Item 8.2** of this Invitation.
- 7.3 For the avoidance of doubt, MCMC will not accept any submission of a draft universal service plan for part of a cluster or any combination of clusters which includes a part of a cluster.
- 7.4 Please take note that the deadline for the submission of the draft universal service plan(s) for the universal service targets is stated in **Item 9.3** of this Invitation.
- 7.5 The draft universal service plan shall comprise of two (2) **separate** documents namely:
 - (a) **Technical Proposal** as per **Item 8.2(a)** of this Invitation; and
 - (b) **Financial Proposal** as per **Item 8.2(b)** of this Invitation.

- 7.6 Each technical and financial proposal mentioned above shall be submitted in **DUPLICATE** and the hard copies of the draft universal service plans shall be marked as follows:
 - (a) one (1) copy to be marked "ORIGINAL";
 - (b) two (2) copies to be marked "COPY";
 - (c) all pages of the Financial Proposal of the draft universal service plan shall be duly initialled and affixed with a rubber stamp of the Licensee;
 - (d) all pages of the Technical Proposal of the draft universal service plan shall **NOT** bear the **company's name, logo and stamp**; and
 - (e) for ease of reference, the pages for the draft universal service plan shall be numbered in the following format: "1 of (*total pages of draft universal service plan*), 2 of ..., 3 of ...," and accordingly thereafter.
- 7.7 In the event of discrepancies, the document marked "ORIGINAL" shall prevail.
- 7.8 The submission shall be accompanied by a ONE-OFF document which consists of:
 - (a) Licensee's information as detailed out in **Appendix 4**;
 - (b) The company profile; and
 - (c) Softcopy of the completed set of draft universal service plan in an electronic format i.e. CD-ROM.
- 7.9 The submission of a draft universal service plan shall be enclosed in a separate sealed envelope(s) and marked as follows:
 - (a) Technical Proposal;
 - (b) Financial Proposal; and
 - (c) One-off document as per **Item 7.8**.
- 7.10 All submissions of the draft universal service plan(s) shall be prepared in the prescribed format and shall be properly enclosed in a box(es) marked with:
 - MCMC's Invitation reference (INVITATION REF. NO.: MCMC/RDD/PDD(3)/SKR1M/TCA/07/14(06)) at the top left hand corner of the box(es);
 - (b) the description "SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN
 SISTEM KABEL RAKYAT 1MALAYSIA (SKR1M)" at the central position of the box(es); and

- (c) **"SUBMITTED BY: (Name of Licensee)**" at the central bottom position of the box(es).
- 7.11 All documents mentioned above, including any appendices annexed thereto, shall be taken as mutually explanatory of each other.
- 7.12 The Licensees shall be deemed to have examined and understood all information and documents contained in this Invitation.
- 7.13 All costs and expenses associated with and necessary for the preparation and submission of the draft universal service plan shall be borne by the Licensees.
- 7.14 All corrections, changes, variations and/or any other amendments whatsoever made in the draft universal service plan shall be initialed and affixed with the Licensee's company stamp.
- 7.15 All documents which form part of the draft universal service plan shall be properly and securely bound. The draft universal service plan(s) shall be submitted to MCMC for the receipt of the documents located at:

MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION Rural Development Division Ground Floor, Prima Avenue 1 Block 3507, Jalan Teknorat 5 63000 Cyberjaya, Selangor (Attn.: Secretary of the Tender Committee)

- 7.16 Handbooks and any other literature, if any, shall be bound in separate covers.
- 7.17 Licensees are hereby reminded that in the event that MCMC approves the draft universal service plans submitted by the Licensees under this Invitation and designates the Licensees as universal service provider for the universal service targets, the Licensees will be subject to an obligation under subregulation 11(1) of the Regulations to comply with the approved universal service plans.
- 7.18 A Licensee who fails to comply with subregulation 11(1) commits an offence under the 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.

8 SCOPE OF THE DRAFT UNIVERSAL SERVICE PLAN

- 8.1 The draft universal service plan to be submitted by the Licensees shall contain the following information:
 - (a) the details of the SCLC locations and beach manhole e.g. location plan and site photos;

- (b) proposed cable route e.g. Straight Line Diagram (SLD) and Route Position List (RPL) provided by desk top study and route analysis with recommendation of viable options if necessary;
- (c) identification of wet and dry segments e.g. type of cable, repeater, branching unit, line terminating equipment, power feed equipment and other terminal equipment and submersible equipment;
- (d) a detailed description of the network facilities to be installed within the universal service target as follows:
 - i. a detailed description of site infrastructure and technical details such as SCLC structural, cable design and specifications, cable duct, switches and any other associated facilities;
 - ii. bill of quantities for all facilities and equipment including but not limited to security systems, power supply and battery backup, fire management system and Network Management System (NMS) along with its specifications;
 - iii. Interworking and integration between network elements of the system and its diagram;
 - iv. a detailed site design, layout and network configuration to be deployed;
- (e) a detailed description of the technology to be deployed in respect of the universal service target, but not limited to:
 - i. the technologies to be deployed in providing the system including the design and overall network configuration and how the new requirements will interface and interconnect with the current infrastructure available;
 - ii. confirmation of compatibility for interconnection with other network technologies;
 - iii. a breakdown of the equipment and components that will be required to meet those demands. In the design and provision of universal service, the Licensees shall have regard to maximising the use of existing network infrastructure and facilities in a costeffective manner;
- (f) the timetable for the provision of SKR1M such as the project implementation timeline indicating site planning, design, acquisition, approvals, procurement of materials, installation, testing, commissioning and acceptance of the system;
- (g) the capital cost for the installation of the network facilities or the provision of network services within the universal service target;

- (h) the arrangement for the sharing of network facilities and network services with other Licensees, if any;
- (i) information on project management and coordinating team and supervising officer of the Licensee for the universal service target which include names, designation and contact numbers;
- (j) the details on the support and maintenance plan, including the warranty; and
- (k) information on the Licensee's track record and relevant experience related to similar project for the past 5 years if any, and/or engage in a collaboration or Memorandum of Understanding (MOU) with other qualified contractors.
- 8.2 The format of the draft universal service plan shall be in the following manner:
- Section Description Α **Executive Summary** • Overview of the technical proposal/abstract. **Technical Proposal** В • This section should demonstrate the Licensee's detailed response to Item 2.7 and Item 8.1 (except Item 8.1(g)). Other information: Network capacity, potential upgrades and commitment to upgrade. 0 NOC team and its functionalities. 0 Brief information of all contractors/subcontractor(s) that the Licensees intend to use. 0 Brief description on plans for removing of the cable by the end of the project's 0 duration, if applicable.
- (a) Technical Proposal

(b) Financial Proposal

Section	Description					
Α	Executive Summary					
	Overview of the financial proposal/abstract.					
B B1	 Financial Proposal Summary of Financial Proposal. Refer to <u>Appendix 5</u> for the summary proposal template. 					
B2	Details of Financial Proposal					
	• This section should demonstrate the Licensee's response to Item 2.7 and Item 8.1(g) .					
	• Details of capital expenditure (Capex) in Malaysian Ringgit (RM) including the Licensee's financing for SKR1M project under PPP model.					
	• The details of Financial Proposal shall contain the following information, but not limited to:					
	 Description of the goods; Supply unit; Unit price; and Total price including all taxes, insurance, transportation and any other costs or expenditure that comprises the final offered price. 					
	Other information:					
	 Licensee's commitment to facilitate and encourage the usage of capacity and access at reduced price/rates, to ensure that the increase of capacity of the national submarine cable network and the lowering of the connectivity costs are achieved via: 					
	 Wholesale pricing structure; Retail pricing structure; Overall operating model; and Proposed price/rates reduction from the current market price throughout the project duration of 20 years. 					

9 CLOSING DATE

Registration of Interest

9.1. In relation to universal service targets listed in <u>Appendix 1</u>, the Licensees shall register their interest with MCMC by submitting the duly completed form as enclosed in <u>Appendix 2</u> of this Invitation on or before 12.00pm, 14 August 2014.

Submission of Draft Universal Service Plan

- 9.2. All submission of the draft universal service plan shall be prepared in the manner as prescribed in **Item 7** and submitted at the place stipulated in **Item 7.15**.
- 9.3. All Licensees who have registered their interest pursuant to the above shall submit the relevant draft universal service plan on or before **12.00pm**, **28 August 2014**.

10 MATTERS FOR CONSIDERATION FOR APPROVING DRAFT OF UNIVERSAL SERVICE PLAN

- 10.1. MCMC will consider the matters specified in regulation 7 of the Regulations and all information included in the draft universal service plans as required in **Item 8** above in deciding whether or not to approve the draft universal service plans.
- 10.2. In addition to those matters, MCMC will also consider factors including but not limited to the following:
 - (a) the Licensee's financial capacity and capability to implement its draft universal service plan;
 - (b) the Licensee's track record and relevant experience related to the project; and
 - (c) the Licensee's performance in similar projects, if any.
- 10.3. MCMC may at any time before approving the draft universal service plan, request the Licensee to provide such further or additional information, documents or request a presentation within the time specified in the request.

SECTION III GENERAL TERMS AND CONDITIONS

11 RIGHT TO VARY THE LIST OF THE UNIVERSAL SERVICE TARGETS

11.1. MCMC reserves the right to increase or decrease the number of the universal service targets or vary the list of or names of the universal service targets prior to the approval of a universal service plan and the designation of a universal service provider or during the execution of the approved universal service plan.

12 RIGHT TO ACCEPT ANY DRAFT UNIVERSAL SERVICE PLAN AND TO REJECT ANY OR ALL DRAFT UNIVERSAL SERVICE PLAN(S)

12.1. MCMC reserves the right to accept or reject any draft universal service plan and to annul the USP tender process and reject all draft universal service plan(s) at any time prior to the notification of the MCMC's decision without thereby incurring any liability to the affected Licensee(s) or any obligation to inform the affected Licensee(s) of the grounds for MCMC's action.

13 AWARD OF THE APPROVED UNIVERSAL SERVICE PLAN

13.1. MCMC may designate a Licensee as a universal service provider that submits a draft universal service plan(s) offering the best value for money. The invitation to submit a draft universal service plan shall cover several universal service targets; MCMC reserves the right to award the approved universal service plan(s) to only the successful Licensee(s) that it deems fit.

14 IMPLEMENTATION OF APPROVED UNIVERSAL SERVICE PLAN

- 14.1. The universal service providers are reminded that in the event that MCMC approves the draft universal service plan(s) submitted under this Invitation, the universal service providers will be subject to an obligation under subregulation 11(1) of the Regulations to comply with the approved universal service plan(s).
- 14.2. The universal service provider shall carry out the Work with due diligence, efficiency and in conformity with best standard practices of the industry.
- 14.3. The universal service provider shall furnish to MCMC such information relating to the Work as MCMC may from time to time reasonably request.
- 14.4. The universal service provider shall always consult and maintain a consistent and open communication channel with MCMC in undertaking the performance of the Work. The universal service provider shall also be available on a "standing order" basis to address any ad hoc queries related to the Work and shall provide the necessary response in a timely manner.

- 14.5. The universal service provider shall provide MCMC and its relevant staff with the use of all its available knowledge resources and publications (electronic or otherwise) relating to the area of expertise and the Work.
- 14.6. The claim verification for the payment from the USP Fund will be conducted by External Independent Professionals (EIP) in the presence of MCMC staff or authorized personnel.
- 14.7. In addition, the universal service provider shall allow MCMC and/or the EIP to participate during the initial project implementation plan prior to the execution of the universal service plan.
- 14.8. MCMC reserves the right to amend or vary any technological or design changes pertaining to the implementation of the universal service plan.
- 14.9. The universal service provider shall maintain valid licences throughout the contract of the SKR1M project.

15 EXTERNAL INDEPENDENT PROFESSIONALS SCOPE OF SERVICE

- 15.1. The scope of service for the External Independent Professionals (EIP) are as follows:
 - (a) Review of system configuration and the approved universal service plan;
 - (b) Technical advice during the implementation stage, including:
 - i. Technical and quality inspection related to design and factory audits;
 - ii. Project management and supervision during specific parts of the implementation stage;
 - iii. Review of system acceptance and commissioning tests prepared by the universal service provider;
 - iv. Develop system acceptance certificate;
 - v. Claim verification process; and
 - (c) Provide assistance to MCMC from time to time during the execution of the universal service plan until the handover of SKR1M to the universal service provider.
- 15.2. The scope of service for the EIP shall be valid from the commencement date of the approved universal service plan and shall expire once the handover process is completed or otherwise as approved by MCMC.

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16 QUALITY OF ALL MATERIALS AND EQUIPMENT

16.1. The universal service providers shall ensure that all items to be used in the provision of universal service in the underserved area shall be of the highest quality, fit for the purpose for which they are intended to be used and be free from defects arising out of faulty design, faulty and inferior material or faulty workmanship.

17 CONDITION OF EQUIPMENT

17.1. All items supplied shall be newly manufactured/factory fresh (i.e. not second hand, reconditioned and/or used items).

18 SOURCE OF SUPPLY

18.1. The Licensees 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 are required to be Malaysian Standards type-approved.

19 QUALITY OF SERVICE, CONSUMER AND CONTENT CODES

- 19.1. The universal service providers shall comply with the quality of service standards as provided in any mandatory standards registered under the Act including but not limited to the Commission Determination on Mandatory Standards for Quality of Service.
- 19.2. The universal service providers shall comply with the Consumer and Content Codes registered under the Act.

20 TECHNOLOGY

- 20.1. Technology selection should be based on the characteristics of the proposed site within the universal service targets and the overall implementation may require a hybrid of various technologies.
- 20.2. The Licensees shall adopt the best international practice in the communications industry, including relevant industry standards on network end-to-end performance.
- 20.3. In the design of the network to provide broadband access service, the Licensees shall have regard to maximizing the use of existing network infrastructure and facilities and use the most appropriate means of technology in a cost-effective manner.

21 TECHNICAL COMPLIANCE

- 21.1. The Licensees 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.
- 21.2. If subsequent modifications or changes are necessary for the network facilities, equipment and services to function in accordance with the specifications, the Licensee shall bear the additional cost involved in modifying the equipment and no such claims from the USP Fund shall be allowed.

22 DESIGN SPECIFICATION AND CONFIGURATION

22.1. 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, MCMC reserves the right to require written clarifications to be provided by the Licensees.

23 PERMITS AND AUTHORITY APPROVAL

- 23.1. The universal service provider shall be responsible to obtain the necessary approvals, wayleaves, permits, licenses, consents and authorizations, in writing, including fees and charges for the process from the relevant authorities and government agencies including in neighboring countries i.e. Indonesia and Brunei before commencing the Work.
- 23.2. The processes are including but not limited to harbor and port clearances, customs clearances and approvals to operate vessels related to marine construction work wherever required.
- 23.3. The universal service provider shall be solely responsible for any failure to obtain the necessary approvals including any additional costs to comply with any authority's requirements.
- 23.4. The universal service providers 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 universal service providers' non-compliance with the authority's requirements.

24 ACCEPTANCE TESTS

- 24.1. The universal service provider shall provide the acceptance test criteria and test plan for each equipment, and shall undergo a performance trial and stability test.
- 24.2. The equipment shall be tested by the universal service provider and the detailed final acceptance test shall be conducted in the form and manner to be determined by MCMC.

24.3. MCMC reserves the right to have the acceptance tests to be carried out in the presence of any person authorized by MCMC.

25 OPERATION, MAINTENANCE AND SUPPORT

- 25.1. The universal service provider shall provide maintenance and operational support to ensure that all the SKR1M facilities and services are continuously available for use.
- 25.2. All the devices and equipment shall be monitored and managed on a 24x7 basis, 365 days-per-year.

26 DOCUMENTATION AND REPORTING REQUIREMENT

- 26.1. The universal service provider shall submit to MCMC the progress report of the implementation of the approved universal service plan and the first report shall be not later than two (2) weeks from the date of commencement of work or upon request by MCMC.
- 26.2. The universal service provider shall submit to MCMC a full report not later than three (3) months from the date SKR1M begins its operation. The subsequent report shall be submitted every six (6) months.
- 26.3. The documentation and/or report that shall be provided by the universal service provider and shall include, but is not limited to the following: engineering design, related drawings, survey and cable laying details, test procedures and results, certificate of warranty and all the documents relevant to the project.
- 26.4. The universal service provider shall, upon request made by MCMC, submit any report at such times as may be determined by MCMC.

27 SAFETY

- 27.1. The universal service providers shall:
 - (a) be responsible to take all reasonable steps at all times to ensure the safety of persons and property at the sites;
 - (b) enforce and take all reasonable steps to cause compliance of all safety measures for workmen, contractors and all other persons at the sites 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, MCMC and its authorized 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 universal service providers, its employees or its agents.

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28 INSPECTION AND AUDIT

- 28.1. MCMC shall have the right to inspect and verify that all obligations of the universal service provider are fully complied with. The inspection and verification of the universal services provisioning may include:
 - (a) Technical Audit
 - i. Conducting a physical verification at the sites including the marine installation 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
 - ii. Verifying all relevant supporting documents submitted by the universal service provider in their claims for net universal service costs.

29 IMPLEMENTATION TIMELINE

29.1. The maximum time frame to complete the implementation of the universal service plan shall not exceed a total of **30 months** from the date of acceptance of the written notification of the approved universal service plan.

30 EXTENSION OF TIME

- 30.1. Notwithstanding anything contained in regulation 38 of the Regulations, where a time period is specified under the Regulations or in any request by MCMC for an act to be done or a condition to be fulfilled, the universal service provider may request for an extension of time in writing and MCMC may grant such extension of time as it deems fit.
- 30.2. Extension of time is subject to confirmation by MCMC if the completion of the entire scope of work is likely to be delayed or has been delayed beyond the date for completion as stated in its approved universal service plan and **Item 30.1** of this Invitation due to any one or more of the following events:
 - (a) force majeure as provided in **Item 31** of this Invitation; or
 - (b) exceptionally inclement weather

PROVIDED ALWAYS that the universal service provider has taken all reasonable steps to avoid or reduce such delay and shall do all that may reasonably be required to proceed with the works;

PROVIDED THAT all such delays are not due to any negligence, default or breach of contract as stated in the Letter of Award (LOA) to the universal service provider; and

PROVIDED FURTHER that the universal service provider shall not be entitled to any extension of time where the instructions or acts are necessitated by, or intended to remedy, any default of or breach of contract.

31 EFFECT OF FORCE MAJEURE

- 31.1. An "Event of Force Majeure" is an event beyond the control for the delay of scope of work 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 negligent act, omission or default of the workmen, contractors and all other persons at all times during the execution of works);
 - (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 works.

32 DELAY IN DELIVERY OF SERVICES

32.1. In the event of a delay on the part of the universal service provider to complete the services in the stipulated time frame, the universal service provider shall pay MCMC liquidated damages at the rate of 0.002% per day, up to 5% of the value of the total cost and expenses of the approved universal service plan. In this respect, time shall be of the essence.

33 WARRANTY

33.1. The universal service providers shall responsible for the warranty for a minimum period of 3 years from the date of the completion of work.

34 PERFORMANCE BOND

- 34.1. A 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 execution of written notification of the approval of the universal service plan(s) with MCMC. This performance bond shall be the equivalent in value of ten per cent (10%) of the approved universal service plan(s).
- 34.2. The Performance Bond **shall be kept** valid for a period of twelve (12) months from the date of completion of the work.
- 34.3. In the event of a delay to complete the work upon the expiry of the performance bond, the universal service provider is required to renew and submit a new performance bond with the validity period of 12 months from the date of its expiry.
- 34.4. Notwithstanding the above, in the event that the universal service provider is being terminated under this Invitation hereof the said Performance Bond or any balance thereof shall be forfeited.

35 REVOCATION OF DESIGNATION OF DESIGNATED UNIVERSAL SERVICE PROVIDER

- 35.1. MCMC may revoke the designation of the designated universal service provider pursuant to regulation 16 of the Regulations.
- 35.2. Notwithstanding anything contained in regulation 16(1) of the Regulations, MCMC may revoke the designation of the designated universal service provider in the event that the universal service provider:
 - (a) suspends the Works and fails to proceed regularly and diligently with the performance of its obligations under this Invitation and the approved universal service plan;
 - (b) fails to execute the Works in accordance with this Invitation and the approved universal service plan or persistently neglects to carry out its obligations;
 - (c) defaults in performing the scope of work under this Invitation and the approved universal service plan; or
 - (d) breaches any of its obligations or fails to comply with any other terms and conditions of this Invitation and the approved universal service plan.

36 OMISSIONS OR ERRORS

- 36.1. The universal service providers are advised to understand the obligations and requirements set up in the Communications and Multimedia (Universal Service Provision) Regulations 2002 [*P.U.(A)* 419/2002] (as amended by *P.U (A)* 258/2008) and the Licensees should study all terms, conditions and specifications very carefully and to make all necessary clarifications, etc., before finalizing their draft universal service plan.
- 36.2. The universal service providers shall be solely responsible for all such omissions/errors without any additional cost to be borne by MCMC. MCMC reserves the right to reject 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.

37 DECLARATION

37.1. The universal service plan shall be signed by the Chief Executive Officer of the universal service provider or by any other person authorized to do so by way of a resolution by its Board of Directors.

38 CLARIFICATIONS AND ENQUIRIES

- 38.1. 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, MCMC reserves the right to issue written clarification on the specifications to formalize its requirements more precisely.
- 38.2. By registering its interest and submitting its draft universal service plans, the universal service providers are deemed to have given consent to the use of any of the information in the draft universal service plans or part thereof by MCMC for any purpose whatsoever.
- 38.3. Should there be a need to seek clarification and additional information regarding this Invitation, all inquiries shall be directed to the following address and contact numbers:

MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION Secretary of the Tender Committee Off Persiaran Multimedia 63000 Cyberjaya, Selangor Darul Ehsan (Re.: Sistem Kabel Rakyat 1Malaysia)

Tel.: 03- 8688 8300 / 8227 / 8175 E-mail: <u>tender@cmc.gov.my</u>

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38.4. All relevant enquiries pertaining to this Invitation should reach MCMC at least 14 days before the closing date for the submission of the relevant draft universal service plan(s).

SECTION IV PAYMENT FROM THE USP FUND

39 CLAIM FOR PAYMENT

- 39.1. A universal service provider designated pursuant to this Invitation is entitled to claim its net USP costs pursuant to subregulation 19(2A) in the Regulations. Licensees are advised to refer to Part V and Table AA of the Schedule in the Regulations in relation to the costing and claim for universal service provision.
- 39.2. It is an obligation on every universal service provider to submit, not later than 31 March of the relevant calendar year(s), a written claim to the MCMC in accordance with subregulation 20(1) of the Regulations for the cost of universal service provision for the previous calendar year. Licensees are reminded that this obligation is applicable notwithstanding any payments that may be made by MCMC under regulations 12 or 20A of the Regulations.
- 39.3. Any universal service provider who fails to comply with subregulation 20(1) commits an offence under the Regulations.
- 39.4. A universal service provider should submit the claims using the Claims Template and is to be submitted together with necessary documents.

40 PAYMENT OF CLAIM

40.1. Payment will be made upon a duly verified claim less any payments already made under regulations 12 or 20A of the Regulations not later than thirty days from the date the verification is completed by MCMC.

41 ADVANCE PAYMENT AND QUARTERLY PAYMENT(S)

41.1. Advance Payment

MCMC may, under regulation 12 of the Regulations, consider making an advance payment to a universal service provider towards the capital cost of implementation of the universal service plan approved pursuant to this Invitation ("advance payment"). A universal service provider may submit its written application for an advance payment to the MCMC for its consideration.

41.2. <u>Quarterly Payment(s)</u>

MCMC may under regulation 20A of the Regulations, consider making quarterly payments to a universal service provider for the costs of implementing the approved universal service plan ("quarterly payment"). A universal service provider may submit its written application for a quarterly payment to MCMC for its consideration.

41.3. Obligation to refund

- (a) In the event that a universal service provider receives payment under regulation 12 and/or 20A of the 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 universal service provider is required under regulation 21A of the Regulations to refund to MCMC the monies paid in excess in accordance with the notice that MCMC may issue.
- (b) A universal service provider who fails to comply with the notice issued by MCMC commits an offence under regulation 21A of the Regulations.

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

- 42.1. The designation of a universal service provider which is revoked under subregulation 16(1) of the 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 MCMC:
 - (a) Overpaid monies under regulation 21A of the Regulations;
 - (b) Any payments due under sub-regulation 16(6)(b) of the Regulations;
 - (c) All costs incurred in restoring services in the universal service target; and
 - (d) Any other costs duly incurred by MCMC.

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APPENDICES

(which are to be taken and construed as an essential part of this Invitation)

Appendix 1

No.	Cluster	State	UST	Locations
4	S1	Johor	Mersing	Mersing
I		Sarawak	Kuching	Kuching
2	S2	Sarawak	Kuching	Kuching
2		Sarawak	Bintulu	Bintulu
3	S3	Sarawak	Bintulu	Bintulu
3		Sarawak	Miri	Miri
4	S4	Sarawak	Miri	Miri
4		Sabah	Kota Kinabalu	Kota Kinabalu
5	S5	Sabah	Kota Kinabalu	Kota Kinabalu
5		Pahang	Kuantan	Cherating

LIST OF UNIVERSAL SERVICE TARGETS (UST)

Note: The tenderer may propose the locations of the SCLC but subject to MCMC approval.

REGISTRATION OF INTEREST FORM

[To be printed on Licensee's Letterhead]

REGISTRATION OF INTEREST

To: MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION Secretary of the Tender Committee Off Persiaran Multimedia 63000 Cyberjaya, Selangor Darul Ehsan (Re.: Sistem Kabel Rakyat 1Malaysia)

Date:

Dear Sir,

UNIVERSAL SERVICE PROVISION – REGISTRATION OF INTEREST TO BE UNIVERSAL SERVICE PROVIDER

We refer to the "Invitation To Register Interest As A Universal Service Provider" ("the Invitation") reference number MCMC/RDD/PDD(3)/SKR1M/TCA/07/14(06) issued by MCMC on 25 July 2014.

2. We hereby register our interest to be the universal service provider pursuant to subregulation 5(1) of the Communications and Multimedia (Universal Service Provision) Regulations 2002 ("the Regulations") for the provision of Sistem Kabel Rakyat 1Malaysia (SKR1M) in the following universal service targets:

[Insert the Universal Service Target as per Appendix 1]

3. We are also aware that pursuant to subregulation 6(1) of the Regulations, we are legally obliged to submit the draft universal service plan(s) for the universal service target(s) 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 authorised to do so by way of a resolution by the Board of Directors].

OPERATION AND MAINTENANCE SUPPORT SERVICES

The universal service provider shall responsible to provide maintenance and operational support for a period of 20 years from the date of completion of work.

The maintenance support shall include but is not limited to preventive and corrective maintenance, trouble-shooting faults, hardware replacement inclusive of spare parts, cable cut and repairs, software update and upgrade.

The draft universal service plan shall contain detailed information on the maintenance and support services for the SKR1M including, but not limited to, the following:

- (a) Routine inspections and maintenance of the cable;
- (b) Ensuring the availability of bandwidth as per the industry standard Service Level Agreement (SLA) commitment;
- (c) Setting up, operation and maintenance of a Network Operating Centre (NOC) by 24x7 basis;
- (d) Maintaining a log of all the defects/fault in the cable system including the down time details;
- (e) The severity shall be assigned and resolved within the time frame indicated in the SLA; and
- (f) Establishment of a 24x7 basis customer service (helpdesk) in Malaysia and to provide MCMC its contact number, contact personnel and all other relevant information for maintenance support purpose.

SUMMARY OF LICENSEE'S 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(c) ASP(C): Yes / No
- 10. Number of Employees:
- 11. Bumiputera Status: Yes / No
- 12. Financial Details:
 - (a) Asset (RM):
 - (b) Liability (RM):
 - (c) Worth (Asset Liability) (RM):
- 13. Letter / Memorandum of collaboration (if any).

Note:

The Licensees are required to enclose the financial statement for the last one (1) financial year.

SUMMARY OF FINANCIAL PROPOSAL FOR DRAFT UNIVERSAL SERVICE PLAN

No.	Item	Qty.	Cost per Unit (RM)	Capex (RM)	Total (RM)
1	Project Management & Engineering Service				
2	Submarine Plant				
3	Land Cable				
4	Terminal Station Equipment				
5	Training & Documentation				
6	Marine Operations				
7	Terminal Station Cost				
8	Permit and Approval				
9	Test Equipment				
10	Tax				
11	External Independent Professionals				
12	Others				
	Total (RM)				

Total Project Cost (RM):

- Total Licensee's Investment For Capex (RM):
- Total Licensee's Investment For Opex (RM):
- Cost To Be Paid From USP Fund For Capex Only (RM):

SUBMARINE CABLE SYSTEM SPECIFICATIONS

Refer attached file (Appendix 6)