



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 INSTALLATION AND UPGRADING OF NETWORK FACILITIES FOR
Wi-Fi CONNECTIVITY AT PUBLIC HIGHER EDUCATION INSTITUTIONS UNDER
THE UNIVERSAL SERVICE PROVISION INITIATIVE**

Ref : SKMM(S)/USPD/UPD/210/Jld.1(Invitation/IPTA-WI-FI/2024)

Date : 18 December 2024

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ABBREVIATIONS

AP	-	Access Point
AC	-	Access Controller
BOQ	-	Bill of Quantity
CAPEX	-	Capital Expenditure
CIDB	-	Construction Industry Development Board of Malaysia
DUSP	-	Designated Universal Service Provider
LAT	-	Latitude
LONG	-	Longitude
MCMC	-	Malaysian Communications and Multimedia Commission
MOHE	-	Ministry of Higher Education
NFP(I)	-	Network Facilities Provider Individual Licence
PVC	-	Polyvinyl Chloride
Qty.	-	Quantity
Ref	-	Reference
RFS	-	Ready for Service
SOP	-	Standard Operating Policies and Procedures
SSID	-	Service Set Identifier
TNB	-	Tenaga Nasional Berhad
UAT	-	User Acceptance Test
USP	-	Universal Service Provision
UST	-	Universal Service Target
UTP	-	Unshielded Twisted Pair
WLAN	-	Wireless Local-Area Network

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 location at the public higher education institutions.
- 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 identified location (as defined herein) for at least seven (7) years from the submission of the Declaration (as defined herein) for Milestone No. 2 as stipulated in **Appendix 6** 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 under the Act, meets the eligibility criteria set pursuant to subregulation 5(2)(ga) of the USP Regulations, and register its interest in responding to this Invitation.
- j) "Licensee" means a person who either holds an individual licence, or undertakes activities which are subject to a class licence, granted under the Act.
- k) "Notification of Approval" means a notification issued by the Commission to the Designated Universal Service Provider pursuant to regulation 9 of the USP Regulations.
- l) "Relevant Authorities" include but are not limited to the Fire and Rescue Department of Malaysia, the power supply providers (for example TNB), and all relevant local authorities.
- m) "Universal Service Target or UST" means an underserved area and/or an underserved group within the community.
- n) "USP Regulations" means the Communications and Multimedia (Universal Service Provision) Regulations 2002.
- o) "Sites" means faculties, campuses, residential colleges, administrative buildings or other identified buildings by the public higher education institution.
- 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 regulations 3, 3A, and 5 of the USP Regulations ("Invitation") to invite the Interested Licensee to register their interest to be the DUSP that undertakes the installation and upgrading of network facilities for Wi-Fi connectivity ("Project") at the identified locations, as specified in **Appendix 1** of this Invitation.
- 1.4. The initiative aims to enhance internet coverage for students, academic staff, administrative personnel, and visitors by providing secure, high-speed internet access through Wi-Fi connectivity across public higher education institutions.
- 1.5. The latitude(s) and longitude(s) of the locations provided in **Appendix 1** are meant to serve as reference points only, to enable the Interested Licensee to identify the said locations.

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**SECTION II
DESCRIPTION OF SCOPE OF WORK**

2. GENERAL DESCRIPTION OF THE FACILITIES TO BE PROVIDED

- 2.1. The network facilities to be provided under this Invitation include the supply, installation, configuration, integration and commissioning of wireless infrastructure and equipment (i.e. cables, APs, switches, controllers, among others) to deliver seamless Wi-Fi connectivity at the identified location, as specified in **Appendix 1** of this Invitation.
- 2.2. The scope of the Project also includes providing a comprehensive three (3) years support services package to ensure the reliability and optimal performance of the installed network facilities.
- 2.3. To ensure network readiness, proper installation and validation, the DUSP will implement a cooling-off period of six (6) months following the completion of installation. After this period, the DUSP shall transfer all network facilities and infrastructure deployed, including ownership of each equipment, to the public higher education institution respectively. **Figure 1** below illustrates the cooling-off and support services period.

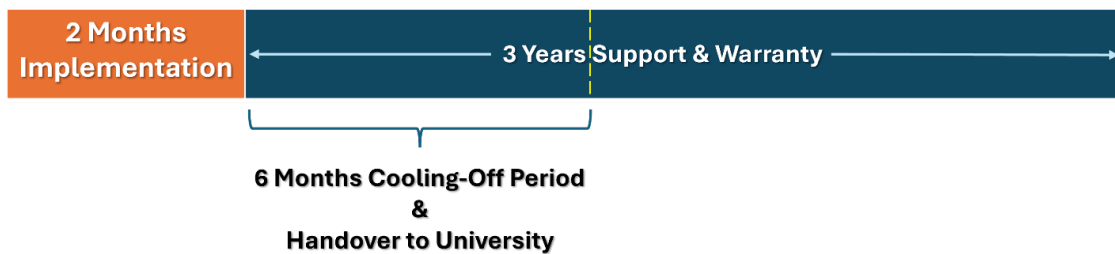


Figure 1: Cooling-off and support services period

3. SCOPE OF WORK

- 3.1. This scope of work describes the requirements, timeline, documents and reports for the DUSP. The Interested Licensee shall read, understand and fulfil all obligations specified herein.

General Requirements

- 3.2. The DUSP shall provide cost-effective, technologically and environmentally sustainable solutions and materials to undertake this Project.

- 3.3. In undertaking this Project, the DUSP shall comply with the following:
- 3.3.1. The Act, any subsidiary legislation made under the Act, including but not limited to the USP Regulations, other instruments, technical codes, guidelines or regulatory policies issued, made or given under the Act, including any amendment(s) or replacement(s) enacted thereafter;
 - 3.3.2. Any other requirements and/or conditions as set forth by the public higher education institution(s), and any other relevant state authority, local authority or other relevant authorities (“Authorities”) for the implementation of the Project; and
 - 3.3.3. Any other requirements and/or conditions that may be imposed by the Commission from time to time.
- 3.4. The DUSP shall be required to adhere to all local laws and regulations which are legally binding in any State.

4. DETAILED SCOPE OF WORK

- 4.1. The DUSP shall be responsible for, but not limited to the following:
- 4.1.1. Identify the exact location of sites for the installation and upgrading of the network facilities at the identified locations as specified in **Appendix 1** of this Invitation.
 - 4.1.2. Perform actual site surveys to determine the best design and method for deployment, ensuring an optimal cost-saving approach.
 - 4.1.3. Undertake project planning and coordination with the relevant internal departments of the public higher education institution(s) to obtain the necessary permits for the installation works, ensuring a streamlined and efficient process.
 - 4.1.4. Installation and upgrading of the network facilities i.e. wireless AP, access switch, wireless controller or any other relevant equipment including the cabling works. An illustration of a high-level design of the scope of work can be referred to in **Figure 2**.

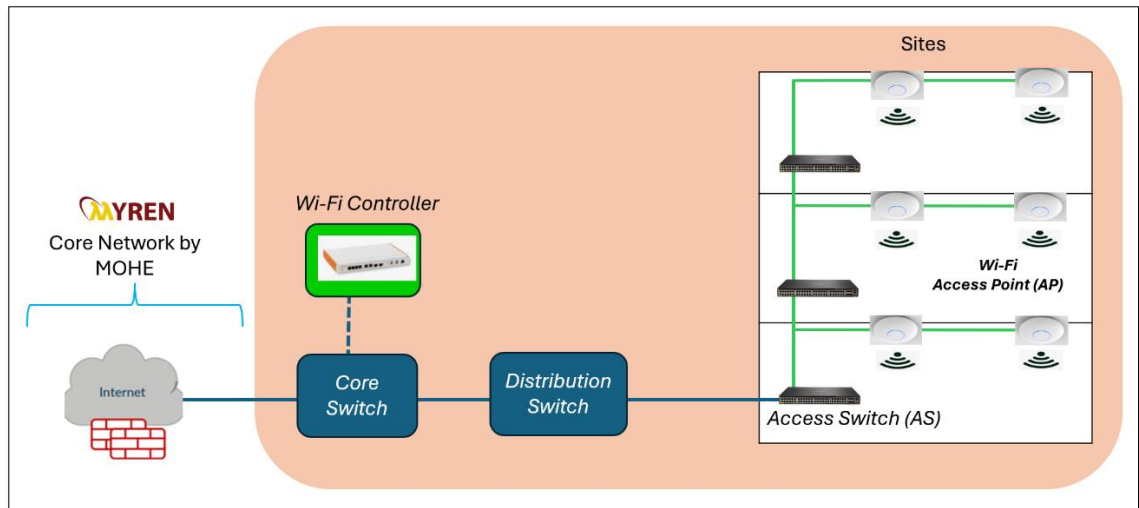


Figure 2: Illustration of high-level design of the scope of work

- 4.1.5. Upon completion, conduct an acceptance test to ensure that all newly installed and upgraded network facilities meet the specified requirements, specifications, and standards agreed upon by the receiving parties i.e. the IT Department, or relevant department of each public higher education institution.
- 4.1.6. Perform integration works with the existing Wi-Fi system and existing core network by MOHE to ensure seamless compatibility and optimal functionality, to avoid any potential issues during operation.

Implementation Period

- 4.2. The maximum implementation period for the DUSP shall not exceed two (2) months from the commencement date specified in the Notification of Approval. **The Project is targeted to commence in mid-January 2025.**
- 4.3. The Interested Licensee shall propose a detailed implementation timeline in its draft universal service plan outlining when the requisite implementation activities shall be completed in accordance with the scope of work. This will be the basis for the Commission to monitor the progress of work for this Project.
- 4.4. The completion date shall be on the date of submission of the Declaration to the Commission for Milestone No. 1 as specified in the schedule of claims in **Appendix 6** of this Invitation ("**Completion Date**").

Warranty and Insurance

- 4.5. The DUSP shall be responsible for providing warranty and insurance for the items stipulated below:

Warranty

- 4.6. The period of warranty shall be for a minimum of 36 months, or as provided by the supplier, whichever is longer, for the equipment such as AP, switches, routers, controllers, etc. to be disclosed clearly in writing to the Commission, if required. The warranty provided shall benefit DUSPs and the receiving party.
- 4.7. In the event of vandalism during the first six (6) months cooling-off period, the DUSP shall be responsible to make immediate rectification and/or replace any affected network facilities at its own cost.
- 4.8. The receiving party of each public higher education institution will have to liaise directly with the supplier of the equipment after six (6) months cooling-off period ends.

Insurance

- 4.9. The DUSP is required to take necessary measures to plan for contingencies at its own cost, such as the purchase and maintenance of all relevant insurances (including, but not limited to insuring all assets from a natural disaster, and having adequate public liability, fire and flood insurance coverage).
- 4.10. The relevant insurance must also be procured and maintained during the Implementation Period of this Project. Failure on the part to comply with this requirement shall result in the DUSP being solely responsible for any liabilities and/or losses that may arise. The insurance taken must be comprehensive and provide adequate coverage.

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SECTION III

REGISTRATION OF INTEREST AND SUBMISSION OF THE DRAFT UNIVERSAL SERVICE PLAN

5. REGISTRATION OF INTEREST REQUIREMENTS

- 5.1. The Interested Licensee which wishes to register its interest to become a DUSP 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) to enable it to carry out the scope of work under this Invitation.
- 5.2. The Interested Licensee is required to hold a valid NFP(I) licence issued under the Act. The NFP(I) licence held by the Interested Licensee must allow the holder of the licence to own or provide the following network facilities under regulation 19 of the Communications and Multimedia (Licensing) Regulations 2000:
 - 5.2.1. Fixed links and cables;
 - 5.2.2. Radiocommunications transmitters and links; and
 - 5.2.3. Towers, poles, ducts, and pits to be used in conjunction with other network facilities.
- 5.3. The licensed area specified under the NFP(I) licence shall be “Malaysia”.
- 5.4. The Interested Licensee shall meet the following eligibility requirements:
 - 5.4.1. Minimum two (2) years of experience in the installation of network facilities for fixed or Wi-Fi connectivity;
 - 5.4.2. Not owe any outstanding fees (e.g. licence) to the Commission;
 - 5.4.3. Has duly submitted its Return of Net Revenue (RONR) forms to the Commission for each year without fail; and
 - 5.4.4. Has no outstanding USP Fund contribution¹.
- 5.5. The Commission shall have the right to reject and disqualify the submission of the Interested Licensee, which fails to comply with any requirements stated in subparagraphs 5.1, 5.2, 5.3 and 5.4 above.
- 5.6. The Interested Licensee shall register its interest with the Commission by completing the Registration of Interest form enclosed in **Appendix 2** of this Invitation.

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.

- 5.7. 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 draft universal service plan for the chosen cluster(s) specified in **Appendix 1** of this Invitation. An Interested 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 three (3) years or both.

6. THE DRAFT UNIVERSAL SERVICE PLAN

Technical Details

- 6.1. The template for submission of the Technical Details is provided in **Appendix 3** of this Invitation. The Technical Details in the draft universal service plan shall be in accordance with the detailed scope of work for this Project.

Financial Details

- 6.2. The template for submission of the Financial Details is provided in **Appendix 4** of this Invitation. The Financial Details in the draft universal service plan shall reflect clearly the costs for the implementation of work for this Project.

7. SUBMISSION OF THE DRAFT UNIVERSAL SERVICE PLAN

- 7.1. The Interested Licensee shall submit a single document in a separate sealed envelope marked as “**LICENSEE’S INFORMATION**”, which shall consist of the following:
- 7.1.1. Cover letter signed by the Chief Executive Officer or a person who holds an equivalent designation in the Interested Licensee; and
 - 7.1.2. Information of the Interested Licensee and other supporting documents as detailed in **Appendix 5** of this Invitation.
- 7.2. 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:
- 7.2.1. Technical Details; and
 - 7.2.2. Financial Details.

- 7.3. The draft universal service plan shall be submitted as follows:
- 7.3.1. One (1) hard copy submission; and
- 7.3.2. **All pages of the Financial Details of the draft universal service plan shall be duly initialled and affixed with the company rubber stamp of the Interested Licensee.**
- 7.4. Pages for the draft universal service plan shall be numbered in the following format: <page number> of <total number of pages>.
- 7.5. The submission of the draft universal service plan shall be enclosed in a separate sealed envelope(s) labelled as follows:
- 7.5.1. This Invitation's reference **(INVITATION REF. NO.: SKMM(S)/USPD/UPD/210/Jld.1(Invitation/IPTA-WI-FI/2024)**
- 7.5.2. The description **"SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN"**:
- (a) **TECHNICAL DETAILS (Cluster No. #); or**
- (b) **FINANCIAL DETAILS (Cluster No. #)**
- 7.5.3. **"SUBMITTED BY: <Name of Interested Licensee>".**
- 7.6. In addition to the hardcopy, digital copies of the Technical Details and Financial Details shall be submitted in thumb drives (PDF and Excel format). The digital copies shall be in PDF format. In addition, please submit all the relevant working files i.e. the BOQ in Excel format.
- 7.7. All documents mentioned above, including any appendices annexed thereto, shall be taken as being mutually explanatory of each other.
- 7.8. The Interested Licensee shall be deemed to have examined and understood all information and documents set out in this Invitation.
- 7.9. 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.

- 7.10. 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.
- 7.11. All documents, which form part of the draft universal service plan(s) shall be properly and securely bound.
- 7.12. Handbooks and any other literature, if any, shall be bound in separate covers.

8. CLOSING DATE

Submission of Registration of Interest

- 8.1. All Interested Licensees shall submit the duly completed Registration of Interest Form in scanned PDF copy format as enclosed in **Appendix 2** of this Invitation **on or before 12:00pm, 20 December 2024**, via email at usp.planning@mcmc.gov.my.
- 8.2. The Interested Licensee shall make available the original Registration of Interest form, in hardcopy to the Commission, if required.
- 8.3. Proof of submission shall take the form of the issuance of an automatic acknowledgement email receipt to the sender from the same email address.
- 8.4. 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 in any cluster, or all clusters in its entirety.
- 8.5. 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.
- 8.6. 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.
- 8.7. Any submission of the Registration of Interest Form 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 proof of receipt by the Commission.

Submission of Draft Universal Service Plan

- 8.8. An Interested Licensee shall submit the duly completed draft universal service plan on or before **12:00pm, 27 December 2024** at:

**Malaysian Communications and Multimedia Commission
MCMC Centre of Excellence (CoE), Jalan Impact, Cyber 6,
63000 Cyberjaya, Selangor
(Attention: Universal Service Provision Division)**

- 8.9. The Commission will not accept the submission of draft universal service plan for part of a cluster, or any combination of clusters which includes two or more parts of different clusters. The submission of the draft universal service plan must match the Registration of Interest Form.
- 8.10. The Commission shall **NOT ACCEPT** any submission of draft universal service plan made by way of email, fax, mail and/or any other means.
- 8.11. Any submission of the 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.

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

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

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**SECTION IV
PAYMENT FROM THE USP FUND**

10. CLAIMS FOR PAYMENT

- 10.1. The DUSP is entitled to claim the costs undertaken in respect of this Project for capital expenditure (“**CAPEX**”) only, pursuant to subregulation 19(2) of the USP Regulations.
- 10.2. The DUSP shall no longer be entitled to make any claims, for any work done during the Implementation Period, no later than one (1) year from the date of the submission of the final Declaration of the Project to the Commission.
- 10.3. 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 DUSP by the Commission. The claim schedule for the DUSPs is specified in **Appendix 6** of this Invitation.

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SECTION V GENERAL TERMS AND CONDITIONS

11. DESIGN AND QUALITY OF SERVICE

11.1. The DUSP shall be solely responsible for the correct design and configuration of the Wi-Fi network, including all works, network facilities, equipment, and services offered under this Project. If subsequent modifications or changes are necessary to enable the requirements for the Project to be met, the DUSP shall bear the additional cost involved for the modification or changes and is not entitled to claim for an additional cost from the USP Fund.

12. DESIGN SPECIFICATION / CONFIGURATION

12.1. 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, the Commission reserves the right to require written clarifications to be provided by the DUSP.

13. SUPPORT SERVICES

13.1. The DUSP is required to provide support services for three (3) years as outlined in paragraph 2.2 of this Invitation, from the date of the Work being declared completed as per Milestone No. 1 in **Appendix 6** of this Invitation. This is to ensure continuous availability of all related network facilities and services to end users. The DUSP is required to coordinate directly with the public higher education institution for all matters related to support services, maintenance, and operational needs, if any.

14. OWNERSHIP OF THE NETWORK FACILITIES

14.1. Specifically for this project, a build-and-transfer approach will be adopted, allowing the DUSP to transfer ownership of the deployed network facilities to the receiving party of each public higher education institution with a six (6) month cooling-off period after the project's completion.

15. REPORT TO THE COMMISSION

Project Implementation

15.1. During the Implementation Period, pursuant to regulation 13 of the USP Regulations, the DUSP shall submit a report on the progress of the implementation of the Approved Universal Service Plan on a weekly basis or any

other frequency deemed suitable by the Commission, in the form and format specified by the Commission.

- 15.2. Upon completion of every claim milestone(s) stipulated in the Notification of Approval, the DUSP shall furnish the Commission with a Declaration signed by its Chief Executive Officer, or a person who holds an equivalent designation in the DUSP, in the form and format specified by the Commission in the Notification of Approval issued to the relevant DUSP.
- 15.3. 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 specified in the Notification of Approval. It is the responsibility of the DUSP 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.
- 15.4. A Completion Report shall be prepared, compiled, and maintained by the DUSP on the completion of Work for each location under the cluster 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 6** of this Invitation.
- 15.5. The DUSP 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.

16. SUPPLIED MATERIALS AND EQUIPMENT

- 16.1. All items to be used in this Project by the DUSP 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.
- 16.2. All items supplied shall be genuine and brand new (i.e. not second-hand, reconditioned and/or used items).

17. APPROVAL FROM RELEVANT AUTHORITIES

- 17.1. The DUSP shall be responsible for obtaining the necessary approvals from the local authority, electrical authority and/or all other relevant authorities before the commencement of Work.
- 17.2. The DUSP shall be solely responsible for any failure to obtain the necessary approvals including any additional costs to comply with the said authority's requirements.

18. INSPECTION AND AUDIT

18.1. The Commission and/or its appointed third-party agent(s) shall have the right to inspect and verify that all obligations due from the DUSP are fully complied with. The inspection and verification may include:

18.1.1. 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;

18.1.2. Verifying all relevant supporting documents submitted by the DUSPs in its claims for net universal service costs; and/or

18.1.3. Any other aspects that may be necessary by the Commission.

19. SAFETY

19.1. The DUSP shall:

19.1.1. Be responsible for ensuring the safety of the site(s), its employees and employees of its agents and/or vendors working at the site(s) at all times;

19.1.2. Enforce and take all necessary steps to ensure compliance with all safety measures for workmen, contractors and all other persons at the site as stipulated in all relevant safety-at-work legislation and regulations;

19.1.3. Ensure the structural integrity of the network infrastructure at all times, and ensure compliance with all relevant laws and guidelines. Maintaining the structural integrity of the systems is critical to providing uninterrupted, high-quality service to users and preventing costly repairs or service outages; and

19.1.4. Indemnify and keep indemnified, protect and defend at its own cost and expense, the Commission and its authorised officer(s) from and against all actions, claims and liabilities arising out of acts done, omissions or breach of any conditions under the Project by DUSP, its employees or its agents.

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20. EXTENSION OF TIME

20.1. An extension of time may be granted to the DUSP solely at the discretion of the Commission, upon receiving a written request from the provider, to issue a written notice to extend the delivery timeframe.

PROVIDED ALWAYS that the DUSP 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 DUSP.

21. EFFECT OF FORCE MAJEURE

21.1. An “Event of Force Majeure” is an event beyond the control of the DUSP, which results in the delay in the implementation timeline of this Invitation, which are:

21.1.1. War (whether declared or not), hostilities, invasion, act of foreign enemies;

21.1.2. Insurrection, revolution, rebellion, military, or usurped power, civil war, terrorism;

21.1.3. 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;

21.1.4. 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);

21.1.5. Pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds; and

21.1.6. Riot, commotion or disorder, unless solely restricted to employees of the workmen, contractors and all other persons for the execution of the Work.

22. PERFORMANCE BOND

22.1. In light of the short implementation timeline, a performance bond will not be required for this project. Accordingly, the Commission **will not issue any advance payments** to the DUSP. Payment claims will be processed and disbursed according to the project milestones as per **Appendix 6** of this Invitation, and subject to verification by the Commission.

23. APPOINTMENT OF ANOTHER PARTY BY DUSP TO UNDERTAKE THE WORKS UNDER THE PROJECT

23.1. The DUSP shall not appoint another person to perform the Project in its entirety, save where such appointment is to comply with any requirement and/or condition as set forth by any Authority for the implementation of the Project. If the DUSP appoints another person to perform the Project in its entirety in the absence of such requirement and/or condition of any Authority, the Commission shall have the right to:

23.1.1. Instruct the DUSP to terminate forthwith such appointment and shall be liable for all costs and expenses relating to such termination; and/or

23.1.2. Revoke the designation of the DUSP for the Project.

23.2. The DUSP, however, may appoint other persons to perform part of the works under the Project and shall be responsible for the acts, defaults or neglects of any person appointed, his contractors, agents or employees as if they were the acts or defaults of the DUSP.

24. CLARIFICATION AND ENQUIRIES

24.1. It is inevitable 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, the Commission reserves the right to issue written clarifications on the specifications where necessary, to stipulate any requirements more clearly.

24.2. 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.

- 24.3. Should there be a need to seek clarification and additional information regarding this Invitation, all enquiries shall be directed only to the USP Planning Department of the Commission via email at usp.planning@mcmc.gov.my
- 24.4. All relevant enquiries pertaining to this Invitation should reach the Commission on or before **12:00pm, 23 December 2024**.

25. OMISSIONS OR ERRORS

- 25.1. 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.
- 25.2. The Interested Licensee 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 LOCATIONS FOR THE INSTALLATION AND UPGRADING OF NETWORK FACILITIES FOR Wi-Fi CONNECTIVITY AT PUBLIC HIGHER EDUCATION INSTITUTIONS

CLUSTER 1: UNIVERSITI MALAYA (UM)

NO	CLUSTER	SITE ID	LOCATION	NO. OF ACCESS POINT (AP)	STATE	UST	LATITUDE	LONGITUDE
1	C01	IPT_001	FAKULTI SASTERA DAN SAINS SOSIAL	258	W.P. KUALA LUMPUR	KUALA LUMPUR	3.121028	101.653083
2	C01	IPT_002	FAKULTI SAINS	461	W.P. KUALA LUMPUR	KUALA LUMPUR	3.122194	101.653944
3	C01	IPT_003	FAKULTI KEJURUTERAAN	428	W.P. KUALA LUMPUR	KUALA LUMPUR	3.118000	101.655333
4	C01	IPT_004	FAKULTI PERUBATAN	335	W.P. KUALA LUMPUR	KUALA LUMPUR	3.116056	101.653056
5	C01	IPT_005	KOLEJ KEDIAMAN ZA'BA (KK 7)	355	W.P. KUALA LUMPUR	KUALA LUMPUR	3.126278	101.650278

CLUSTER 2: UNIVERSITI SAINS ISLAM MALAYSIA (USIM)

NO	CLUSTER	SITE ID	LOCATION	NO. OF ACCESS POINT (AP)	STATE	UST	LATITUDE	LONGITUDE
1	C02	IPT_006	KOLEJ KEDIAMAN NILAM COURT	272	NEGERI SEMBILAN	SETUL	2.842600	101.81000
2	C02	IPT_007	KOLEJ KEDIAMAN SUTERA INDAH	167	NEGERI SEMBILAN	LABU	2.818400	101.79320

NO	CLUSTER	SITE ID	LOCATION	NO. OF ACCESS POINT (AP)	STATE	UST	LATITUDE	LONGITUDE
3	C02	IPT_008	KOLEJ KEDIAMAN ACACIA AVENUE	118	NEGERI SEMBILAN	SETUL	2.836700	101.78740
4	C02	IPT_009	KOLEJ KEDIAMAN ANGGERIK COURT	93	NEGERI SEMBILAN	SETUL	2.838200	101.786500
5	C02	IPT_010	KOLEJ KEDIAMAN PANDAN MEWAH	7	W.P. KUALA LUMPUR	KUALA LUMPUR	3.129280	101.761980
6	C02	IPT_011	KOLEJ KEDIAMAN SRI PANDAN	5	W.P. KUALA LUMPUR	KUALA LUMPUR	3.127701	101.761418
7	C02	IPT_012	KOLEJ KEDIAMAN GLENVIEW	3	W.P. KUALA LUMPUR	KUALA LUMPUR	3.112550	101.754250
8	C02	IPT_013	KAMPUS PANDAN INDAH (BANGUNAN PENTADBIRAN)	34	W.P. KUALA LUMPUR	KUALA LUMPUR	3.128600	101.754400

CLUSTER 3: UNIVERSITI MALAYSIA PERLIS (UniMAP)

NO	CLUSTER	SITE ID	LOCATION	NO. OF ACCESS POINT (AP)	STATE	UST	LATITUDE	LONGITUDE
1	C03	IPT_014	KOLEJ KEDIAMAN DAN BANGUNAN PENTADBIRAN UNICITI	604	PERLIS	TITI TINGGI	6.649540	100.256508

APPENDIX 2 – REGISTRATION OF INTEREST FORM

[To be printed on Interested Licensee's Letterhead]

REGISTRATION OF INTEREST

To: **MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION**
MCMC Tower 1, Jalan Impact, Cyber 6
63000 Cyberjaya, Selangor
(Attention: Universal Service Provision Division)

Date:

Dear Sirs,

REGISTRATION OF INTEREST TO BE UNIVERSAL SERVICE PROVIDER FOR THE INSTALLATION AND UPGRADING OF NETWORK FACILITIES FOR Wi-Fi CONNECTIVITY AT PUBLIC HIGHER EDUCATION INSTITUTIONS UNDER THE UNIVERSAL SERVICE PROVISION INITIATIVE

Reference is made to the above and to the "Invitation to Register Interest as a Universal Service Provider – Ref. no. SKMM(S)/USPD/UPD/210/Jld.1(Invitation/IPTA-WI-FI/2024) ("Invitation") issued by MCMC.

2. 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

3. 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 3 – TECHNICAL DETAILS

SECTION A: EXECUTIVE SUMMARY FOR CLUSTER NO.

- Overview of the technical details

SECTION B: PROPOSED NETWORK DESIGN FOR CLUSTER NO.

- Overview of the network design, location of the APs, and others (please specify clearly)

SECTION C: TECHNICAL DETAILS FOR CLUSTER NO.

NO	DESCRIPTION	QUANTITY	
1.	A. EQUIPMENT AND MATERIALS		
	<p>Supply, delivery, and installation of Wi-Fi AP, AC and Switches</p> <ol style="list-style-type: none"> 1) High-end AP e.g. Wi-Fi 6E (or equivalent or better) 2) Switches complete with accessories 3) Controller complete with accessories 4) Router complete with accessories <p>Please specify any other necessary items required</p>		XX
	<p>Supply, delivery and installation of network cabling materials</p> <ol style="list-style-type: none"> 1) Fibre optic / UTP cables 2) Fibre optic / UTP connector and its accessories 3) Fibre optic / UTP wall socket completes with accessories 4) PVC / Metal trunking for fibre optic / UTP cables <p>Please specify any other necessary items required</p>		XX
<p>Engineering services</p> <ol style="list-style-type: none"> 1) Site Survey, Site Planning and Project Management 2) Initial design & planning 3) AP installation at the designated locations as per network design and planning 4) Laying up cables between router, controller, switches and AP locations 5) Route cables through conduit, ducts, or trunking as per site requirements 6) Terminate and test all cable connections with appropriate labelling 7) Power supply installation 	XX		

NO	DESCRIPTION	QUANTITY
2.	B. TESTING & COMMISSIONING	
	1) AP configuration <ul style="list-style-type: none"> a. Configure APs with designated SSIDs, WLANs, IP addresses, and security protocol b. Optimize channel allocation and transmission power for maximum efficiency 2) Switch, controller and router configuration 3) Equipment labelling for asset inventory 4) Integration with existing UA Network Component 5) User Acceptance Testing (UAT), knowledge transfer & documentation	xx
3.	C. WARRANTY & SUPPORT SERVICES	
	1) Warranty for three (3) years 2) Periodic maintenance schedule (minimum of twice a year) 3) Immediate replacement of faulty equipment 4) Second-level support (equipment / hardware)	xx

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APPENDIX 4 – FINANCIAL DETAILS

Summary of Capital Expenditure (CAPEX)

- All prices shall be inclusive of any applicable tax imposed by the Government.
- The table in **Appendix 3** in this Invitation shall be replicated, with an added column for the cost in Ringgit Malaysia for each component.
- In addition, the Interested Licensee shall submit the following table as a summary of the financial details:

Cluster: _____

NO.	SITE ID	LOCATION	NO. OF AP	STATE	EQUIPMENT AND MATERIALS	TESTING AND COMMISSIONING	WARRANTY AND SUPPORT SERVICES	TOTAL CAPEX	GRAND TOTAL (RM)
1									
2									

**Each category above must be itemised explicitly and clearly for each location. The itemisation will be treated as the Bill of Quantity of the location (i.e. faculties, residential college, etc.). The Interested Licensee shall ensure that the information provided in Appendix 4 in this Invitation is captured clearly and itemised in this table.*

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]

Important note:

- 1) The Financial Details shall be signed by the Chief Executive Officer or a person who holds an equivalent designation in the Interested Licensee.
- 2) All pages of the Financial Details of the draft universal service plan shall be duly initialled and affixed with the company rubber stamp of the Interested Licensee.

APPENDIX 5 – LICENSEE’S INFORMATION

1. A certified true copy of NFP(I) licence.
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. A certified true copy of a valid CIDB certificate.
4. Identity of collaboration partner (third party, if applicable)
5. Number of manpower including number of teams to execute this Project.
6. A certified true copy of the bank statement for the past three (3) consecutive months.
7. A certified true copy of audited accounts for the past three (3) consecutive financial years.
8. A brief write-up of the Interested Licensee’s track record in handling previous USP project(s) or similar project(s) (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: DUSP / subcontractor</i>		

APPENDIX 6 – 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:

Claim schedule

Milestone No.	Claim (%)	Description	Conditions
Capital Expenditure (“CAPEX”)			
1.	90	Progress Claim	Submission of a written claim(s) shall be in the form and format specified by the Commission and shall be made upon the complete installation, commissioning and integration of the network facilities being declared RFS, which shall be signified through the submission of the Declaration upon completion of the work at the location respectively.
2.	10	Final Claim	Submission of a written claim(s) shall be in the form and format specified by the Commission and shall be made AFTER the complete handover of equipment and ownership of the network facilities to the public higher education institution(s) i.e. six (6) months cooling-off period, which shall be signified through the submission of the Declaration from the DUSP to the Commission.
Total	100		

Note:

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