



**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 DEPLOYMENT OF NETWORK FACILITIES AND  
NETWORK SERVICES FOR THE PROVISIONING OF PUBLIC CELLULAR  
SERVICES AT THE IDENTIFIED HIGHWAYS AS PART OF THE COVERAGE AND  
QUALITY IMPROVEMENT PROJECT ALONG HIGHWAYS AND ROADS UNDER  
*DI MANA ADA JALAN DI SITU ADA INTERNET* INITIATIVE**

Ref. no.: MCMC/IPD/MNPD/JLD5/001\_Highway/Invitation/001/2026

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## TABLE OF CONTENTS

<b>ABBREVIATIONS .....</b>	<b>4</b>
<b>INTERPRETATION.....</b>	<b>5</b>
<b>SECTION I - INTRODUCTION .....</b>	<b>9</b>
<b>1. BACKGROUND .....</b>	<b>9</b>
<b>SECTION II - DESCRIPTION OF SCOPE OF WORK.....</b>	<b>10</b>
<b>2. GENERAL DESCRIPTION OF THE FACILITIES AND SERVICES TO BE PROVIDED .....</b>	<b>10</b>
<b>3. GENERAL SCOPE OF WORK FOR PART 1 AND PART 2.....</b>	<b>11</b>
<b>4. DETAILED SCOPE OF WORK FOR PART 1 DUSP .....</b>	<b>13</b>
<b>5. DETAILED SCOPE OF WORK FOR PART 2 DUSP .....</b>	<b>18</b>
<b>SECTION III - REGISTRATION OF INTEREST AND SUBMISSION OF THE DRAFT UNIVERSAL SERVICE PLAN .....</b>	<b>29</b>
<b>6. REGISTRATION OF INTEREST REQUIREMENTS.....</b>	<b>29</b>
<b>7. SUBMISSION OF THE DRAFT UNIVERSAL SERVICE PLAN.....</b>	<b>32</b>
<b>8. SCOPE OF THE DRAFT UNIVERSAL SERVICE PLAN.....</b>	<b>34</b>
<b>9. CLOSING DATE .....</b>	<b>34</b>
<b>10. MATTERS FOR CONSIDERATION IN APPROVING THE DRAFT UNIVERSAL SERVICE PLAN .....</b>	<b>36</b>
<b>SECTION IV - PAYMENT FROM THE USP FUND .....</b>	<b>37</b>
<b>11. CLAIMS FOR PAYMENT .....</b>	<b>37</b>
<b>SECTION V - GENERAL TERMS AND CONDITIONS.....</b>	<b>38</b>
<b>12. DESIGN AND QUALITY OF SERVICE.....</b>	<b>38</b>
<b>13. TECHNICAL COMPLIANCE .....</b>	<b>38</b>
<b>14. SUPPLIED MATERIALS AND EQUIPMENT .....</b>	<b>38</b>
<b>15. APPROVAL FROM RELEVANT AUTHORITIES .....</b>	<b>39</b>
<b>16. INSPECTION AND AUDIT .....</b>	<b>39</b>
<b>17. SAFETY .....</b>	<b>39</b>
<b>18. EXTENSION OF TIME.....</b>	<b>40</b>
<b>19. EFFECT OF FORCE MAJEURE .....</b>	<b>40</b>
<b>20. PERFORMANCE BOND.....</b>	<b>41</b>
<b>21. APPOINTMENT OF ANOTHER PARTY BY DUSP TO UDERTAKE THE WORKS UNDER THE PROJECT.....</b>	<b>42</b>

<b>22.</b>	<b>CLARIFICATION AND ENQUIRIES .....</b>	<b>43</b>
<b>23.</b>	<b>OMISSIONS OR ERRORS .....</b>	<b>43</b>
<b>24.</b>	<b>LIQUIDATED DAMAGES .....</b>	<b>43</b>
<b>25.</b>	<b>PRESS RELEASE AND ANNOUNCEMENT .....</b>	<b>45</b>
<b>26.</b>	<b>AMENDMENTS TO THE INVITATION DOCUMENT .....</b>	<b>45</b>
	<b>APPENDIX 1 – CLUSTERING OF THE PROBLEMATIC SPOTS .....</b>	<b>46</b>
	<b>APPENDIX 2 – REGISTRATION OF INTEREST FORM .....</b>	<b>52</b>
	<b>APPENDIX 3 – LICENSEE’S INFORMATION.....</b>	<b>54</b>
	<b>APPENDIX 4 – SCOPE OF DRAFT UNIVERSAL SERVICE PLAN.....</b>	<b>56</b>
	<b>APPENDIX 5 – TEMPLATE FOR FINANCIAL PROPOSAL .....</b>	<b>63</b>
	<b>APPENDIX 6 – SCHEDULE OF CLAIMS .....</b>	<b>66</b>
	<b>APPENDIX 7 – BILL OF QUANTITIES .....</b>	<b>70</b>
	<b>APPENDIX 8 – PROBLEMATIC SPOT.....</b>	<b>71</b>

## ABBREVIATIONS

AC	-	Alternating Current
ASP(C)	-	Applications Service Provider (Class) Licence
BOQ	-	Bill of Quantities
BSC	-	Base Station Controller
CAPEX	-	Capital expenditure
CIDB	-	Construction Industry Development Board
DUSP	-	Designated Universal Service Provider
EPC	-	Evolved Packet Core
ID	-	Identification
KPI	-	Key Performance Index
LAT	-	Latitude
LONG	-	Longitude
MOCN	-	Multi Operator Core Network
NFP(I)	-	Network Facilities Provider (Individual) Licence
NSP(I)	-	Network Service Provider (Individual) Licence
OPEX	-	Operational expenditure
RAN	-	Radio Access Network
SEB	-	Sarawak Energy Berhad
SESB	-	Sabah Electricity Sdn Bhd
SRSP	-	Standard Radio System Plan
TNB	-	Tenaga Nasional Berhad
USP	-	Universal Service Provision
USP Fund	-	Universal Service Provision Fund
UST	-	Universal Service Target

## 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) "4G" means Fourth generation of mobile networks.
- c) "5G" means Fifth generation of mobile networks.
- d) "Approved Cost" means the total cost approved by the Commission for the implementation of the Universal Service Plan by the Designated Universal Service Provider in accordance with USP Regulations.
- e) "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.
- f) "Bill of Quantities" or "BOQ" means a prescribed document provided by the Commission as set out in **Appendix 7** in which materials, parts, equipment, and cost of labour are itemised. The BOQ shall be priced in Ringgit Malaysia and shall be inclusive of any applicable tax imposed by the Government of Malaysia. The sum of the amounts stated in the BOQ shall represent the total cost for each location in every Cluster.
- g) "Cluster" means a grouping of several locations determined by the Commission for the purpose of planning and implementation of the Project in **Appendix 1**.
- h) "Commission" means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998 [Act 588].
- i) "Completion Date" means the date(s) on which the Designated Universal Service Provider has completed the scope of work(s) pursuant to the Project milestones stipulated in the claim schedule in **Appendix 6** of this Invitation.
- j) "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 location (as defined herein) for at least 7 years from the submission of the Declaration (as defined herein).

- k) “Coverage Objective” refers to problematic spots having poor coverage for the provision of network services under the Project.
- l) “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 in **Appendix 6** of this Invitation, 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.
- m) “Designated Universal Service Provider” (herein after referred to as DUSP) means any Interested Licensee (as defined herein) designated by the Commission under regulation 9 of the USP Regulations pursuant to this Invitation.
- n) “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.
- o) “Federal Territory” means any of the three (3) Federal Territories of Malaysia i.e. Kuala Lumpur, Putrajaya, and Labuan, as established under the Federal Constitution of Malaysia.
- p) “Government” means the Government of Malaysia.
- q) "Interested Licensee" means any Licensee who meets the eligibility criteria set pursuant to subregulation 5(2)(ga) of the USP Regulations and register its interest to respond to this Invitation.
- r) “Licensee” means a person who either holds an individual licence or undertakes activities which are subject to a class licence, granted under the Act.
- s) “Network service equipment” includes but is not limited to, radio equipment, rectifier system, backup battery, intruder alarm system, outdoor equipment cabinet, backhaul transmission system, antenna system, horizontal gantry BSC, EPC, and AC power distribution board system.
- t) “Notification of Approval” means a notification issued by the Commission to the Designated Universal Service Provider pursuant to regulation 9 of the USP Regulations.
- u) “Operational Period” means the two (2) years period from the Completion Date of the Site.
- v) “On Air” means the condition where a site has been fully installed, integrated,

tested, commissioned and activated, and is capable of providing live public cellular service to end users. A site shall only be considered On Air when subscribers of the relevant public cellular service providers are able to detect, register, attach to, connect to and use the network services provided from the site. For the avoidance of doubt, a site that is merely ready for service, radiating signal, or technically activated but not available for actual subscriber connection and service usage shall not be considered On Air.

- w) “Problematic spot” means the specific location identified by the Commission where the Designated Universal Service Provider is required to identify suitable site location for the installation, deployment, and commissioning the infrastructure and services in accordance with the Approved Universal Service Plan. No changes to problematic spots are permissible under this Invitation, unless with the written consent of the Commission. For avoidance of doubt, the problematic spot refers to an area or gap without existing coverage, as illustrated in **Appendix 8**.
- x) “Public cellular services” means an application service involving a network of base stations or cells for the delivery of voice and data communications. Under this Invitation, the technology to be provided is 4G and 5G services.
- y) “Project” means the installation of network facilities and deployment of network service for the provisioning of public cellular services.
- z) “Relevant Authorities” includes but is not limited to, the Lembaga Lebuhraya Malaysia (LLM), Highway Concessionaires, Jabatan Kerja Raya (JKR), the Fire and Rescue Department of Malaysia (BOMBA), the Civil Aviation Authority of Malaysia (CAAM), the power supply providers (for example SEB, SESB and TNB), the Department of Survey and Mapping Malaysia, the Forestry Department and local authorities.
- aa) “Site” in the context of this Invitation means a structure or tower for the provisioning of public cellular services for the Problematic spot(s) in the UST as specified in **Appendix 1** of this Invitation.
- bb) “State” refers to any of the thirteen (13) constituents’ States of Malaysia as defined under the Federal Constitution of Malaysia.
- cc) “Sustainable energy” means the usage of sources of energy that are clean and renewable sources, that have no or minimal adverse impact on the environment.
- dd) “Tower security and safety elements” includes but is not limited to, closed-circuit transmission video (CCTV), anti-climb fencing, and smart surveillance system.

- ee) “Tower and its ancillaries” consists of passive Infrastructure of the structural and physical elements necessary to support service operations, encompassing both ground-based and tower-mounted components. This includes the tower structure, concrete base, and specialised plinths for outdoor equipment and generators, alongside site essentials such as reinforced surfacing, perimeter drainage, electrical pits, gates, and comprehensive grounding systems. Additionally, it incorporates all tower-integrated passive elements, specifically vertical gantries, fall arrest systems, stainless steel lightning arrestors, and anti-climb fencing (cages and barbed wire), as well as aircraft warning lights complete with all required bolts, nuts, and mounting brackets.
  
- ff) “Universal Service Target or UST” means an underserved area and/or an underserved group within the community.
  
- gg) “USP Regulations” means the Communications and Multimedia (Universal Service Provision) Regulations 2002.
  
- hh) “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.
  
- ii) “4G Service Partner” means any party appointed, engaged, authorised or relied upon by the Part 2 DUSP to provide, support, enable, operate, maintain, integrate, test or make available 4G service, 4G RAN, 4G MOCN capability, 4G infrastructure sharing, transmission, backhaul or any related 4G network element or service required under this RFP.
  
- jj) “5G Service Partner” means any party appointed, engaged, authorised or relied upon by the Part 2 DUSP to provide, support, enable, operate, maintain, integrate, test or make available 5G service, 5G RAN, 5G MOCN capability, 5G infrastructure sharing, 5G spectrum access, 5G wholesale network access, transmission, backhaul or any related 5G network element or service required under this RFP.

## SECTION I - INTRODUCTION

### 1. BACKGROUND

- 1.1 This USP initiative is part of the Commission's efforts to plan and implement universal service provision 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 the initiative to enhance the quality, coverage, and performance of public cellular services, in particular to address coverage gaps along identified highways and key road networks.
- 1.4 This Invitation is made pursuant to subregulations 3(1), 5(1) and 5(2) of the USP Regulations (herein after referred to as Invitation) to invite all Licensees to register their interest to be the DUSP, for the implementation of sites at the 123 problematic spots nationwide to improve mobile coverage along identified highways and key road networks.
- 1.5 The sites are intended to provide public cellular services with 4G and 5G networks, with six (6)-way Multi-Operator Core Network (MOCN) Radio Access Network (RAN) capability (herein after referred to as 'Project') at the problematic spots specified in **Appendix 1** of this Invitation. No changes to problematic spots are permissible under this Invitation, unless with the written consent of the Commission.
- 1.6 Under this Invitation, the network services to be provided shall comprise public cellular 4G and 5G services for voice and data, and to be delivered via a six (6)-way MOCN RAN sharing arrangement.
- 1.7 The latitude(s) and longitude(s) provided in **Appendix 1** of this Invitation are meant to serve as reference points only to enable the Interested Licensee to identify the suitable site to provide coverage at the problematic spots.
- 1.8 The Interested Licensee shall propose suitable sites to the Commission, whether within or outside the highways' Right-of-Way (ROW), subject to technical feasibility and surveys conducted by the Interested Licensee. In addition, the Interested Licensee shall submit an optimised network design to address the identified coverage gaps under this Project. The proposed deployment approach shall ensure efficient implementation and overall cost-effectiveness.

## SECTION II - DESCRIPTION OF SCOPE OF WORK

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

2.1 The network facilities and network services to be provided under this Invitation are as follows:

#### Part 1

2.1.1 To design, supply, deliver, and install the communication tower(s) and its ancillaries required to support the provision of the public cellular services.

#### Part 2

2.1.2 To design, supply, install, test, commission, and operate network service equipment and services related to provisioning of 4G and 5G services, security system, power system, together with RAN radio equipment, and under the concept of 6-way MOCN RAN sharing.

2.2 The DUSP for Part 1 and Part 2, respectively, shall communicate, coordinate, and cooperate in a professional manner in undertaking and executing this Project for the designated cluster(s). This shall include, but not be limited to, the sharing of relevant Project information, the review and conduct of joint site surveys for the purposes of site acquisition and finalisation, and the resolution of all relevant issues that may arise during the Project implementation period.

2.3 The DUSP for Part 1 and Part 2 shall ensure that all necessary and complete approvals from the relevant local authorities are obtained and transferred from the Part 1 DUSP to the Part 2 DUSP when the site is handed over from the Part 1 DUSP to the Part 2 DUSP. Part 2 DUSP shall thereafter be responsible for ensuring that the annual renewal of each site permit in a given Cluster is undertaken in a timely manner.

2.4 The Part 1 DUSP is expected to transfer the tenancy agreement to the Part 2 DUSP when it hands over the site to the latter. The Commission shall not be responsible or liable for the failure of either DUSPs to ensure that all required, necessary, and complete approvals have been obtained, furnished, transferred and renewed between the DUSPs and/or to any third party.

2.5 The scope of work for Part 1 DUSP and Part 2 DUSP are further explained in Paragraphs 3, 4, and 5 of this Invitation below.

### **3. GENERAL SCOPE OF WORK FOR PART 1 AND PART 2**

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

#### **General Requirements**

- 3.2 In preparing a comprehensive technical proposal for this Project, the Interested Licensee shall study the documents, undertake site surveys and site evaluations, and deploy network services to provide and improve coverage at the problematic spot(s).
- 3.3 The Interested Licensee shall be required to submit the following information in its Draft Universal Service Plan:
- 3.3.1 The exact latitude and longitude for each site(s) that is proposed to be deployed;
  - 3.3.2 The illustration of estimated coverage generated from the simulation of the coverage from the proposed location of the site(s);
  - 3.3.3 The tower solution, including but not limited to the structure type, tower height, and specifications for any planned integration with telecommunications repeaters or relay nodes, if applicable;
  - 3.3.4 The source of power supply to be utilised shall prioritise the use of grid electricity as the primary power source wherever it is available. In cases where the grid electricity is not available, the site shall be equipped with solar facilities as the primary power source and genset as backup power support to enhance resilience and sustainability;
  - 3.3.5 Fibre backhaul shall be adopted as the primary transmission medium wherever fibre infrastructure is available within feasible proximity. Interested licensee(s) are required to prioritise and utilise any nearby existing fibre backhaul and shall not propose microwave links as the primary backhaul in such cases; and
  - 3.3.6 Detailed implementation plan with work breakdown structure.
- 3.4 The Interested Licensee shall propose to the Commission the most optimal network design to provide optimum coverage to the problematic spots, as

specified in **Appendix 1** of this Invitation.

- 3.5 The Interested Licensee shall propose the best solution for each site and complete the Bill of Quantities accordingly, ensuring that the selected configuration provide optimum coverage to the identified problematic spots.
- 3.6 To fulfil the network design, the Interested Licensee may incorporate site-specific customisation to optimise coverage and performance. Such customisation may include, but is not limited to, tower height, tower loading, and site layout, taking into consideration the capacity and coverage requirements of a particular site, and the Specifications provided in this Invitation. All selections made by the Interested Licensee shall be at their own risk, and the Commission shall not be liable for any cost overruns, technical incompatibility, or performance shortfalls arising from the Interested Licensee's proposed solutions.
- 3.7 The Interested Licensee for Part 1 may, where deemed necessary, enter into collaborative arrangements, including engagements with the Interested Licensee under Part 2, for the purpose of jointly preparing and aligning its respective design proposals for the submission of the draft Universal Service Plan. Such engagements are encouraged to facilitate better coordination, technical compatibility, and overall efficiency in the proposed implementation, including site planning and integration aspects.
- 3.8 Notwithstanding any collaborative engagement undertaken, each Interested Licensee shall remain fully and individually responsible for the completeness, accuracy, and compliance of its submission with all requirements specified by the Commission.
- 3.9 The Interested Licensee shall refer to the Bill of Quantities format (**Appendix 7**), provided in this Invitation for **information only**, including estimated tower height. These documents are intended to serve as reference materials to assist in the planning and proposal process for each location within every Cluster.
- 3.10 The total Approved Cost pursuant to this Invitation shall be on a fixed-price, lump sum basis. The total Approved Cost shall cover the full and complete performance of all works, services, obligations, and requirements set out in this Invitation, including all incidental and ancillary work necessary to deliver a fully operational solution, whether or not expressly described in the General Terms and Conditions of this Invitation.
- 3.11 The DUSPs shall be required to adhere to all local laws and regulations that

are legally binding in any State and Federal Territory.

- 3.12 The Commission bears no responsibility or liability for the failure of either Part 1 and Part 2 DUSPs to ensure that all required, necessary, and complete approvals have been obtained, furnished, transferred, and renewed between the DUSPs and/or to any third party and to ensure that the site tenancy agreements are in order and payments are promptly settled.

#### 4. DETAILED SCOPE OF WORK FOR PART 1 DUSP

- 4.1 The Part 1 DUSP shall be responsible for, but not limited to, the following:

No.	Detailed Scope of Work
1.	Conduct actual site surveys and site evaluations with the Part 2 DUSP for the finalisation of all sites and specification(s). The site surveys are for the purpose of identification of suitable sites, site acquisition, and commercial power connection, which includes verifying land ownership and legal status, assessing site accessibility and suitability for acquisition, identifying proximity to existing utility infrastructure, liaising with utility providers to determine connection feasibility and requirements, and validating all relevant site-related information provided in the Invitation document. <b>Furthermore, the identification of site locations must prioritise deployments within the highway ROW for highways under concession.</b> Proposing sites outside the highway ROW is permitted, provided that the DUSP is able to justify that installation outside the highway ROW is more feasible to effectively cover the identified problematic spots.
2.	Site acquisition and completion of tenancy agreement with the relevant landowner(s) for all sites.
3.	Obtain all the necessary approvals from the relevant local authority or other Relevant Authorities before commencing the Project.
4.	Installation of the communication tower(s) and its ancillaries in accordance with the Approved Universal Service.
5.	Shall promptly notify the Part 2 DUSP in writing and copy to the Commission, when the tower(s) and their ancillaries at each location are completed and ready for handover. This is to allow Part 2 DUSP to undertake and implement its scope of work specifically.

No.	Detailed Scope of Work
6.	<p>Part 1 DUSP shall ensure that all necessary and complete approval(s) from the relevant local authorities have been obtained, and are transferred to the Part 2 DUSP, when the site is handed over from the Part 1 DUSP to the Part 2 DUSP.</p> <p>The Part 1 DUSP shall also transfer the tenancy agreement to the Part 2 DUSP upon site handover, or alternatively, provide full details of the landowner to enable the latter to novate the agreement or enter into a new agreement.</p> <p>The Part 2 DUSP shall bear the responsibility after taking over the site in ensuring that the annual renewal of each site permit in a given Cluster is undertaken, and ensure that the rental for the site is duly settled in a timely manner.</p>
7.	Submission of the Declaration for the completion of work for every Project milestone for CAPEX, as shown in <b>Appendix 6</b> (Claim Schedule).

4.2 The Completion Report shall be submitted by Part 1 DUSP upon request by the Commission. The Completion Report shall consist of, including but not limited to the following:

- 4.2.1 as-built drawing(s) endorsed by a Professional Engineer with Practising Certificate (PEPC) for the civil and structural aspects of the site(s);
- 4.2.2 soil investigation report(s);
- 4.2.3 cube test result(s);
- 4.2.4 a copy of the relevant Authorities and approvals from other related agencies;
- 4.2.5 a copy of the stamped tenancy agreement;
- 4.2.6 Technical Site Survey Report;
- 4.2.7 overall site design;
- 4.2.8 tower structure view;
- 4.2.9 panoramic view from the top of the tower;
- 4.2.10 site access details;
- 4.2.11 Site Acceptance Test (SAT) report(s) undertaken with Part 2 DUSP;
- 4.2.12 proof of site(s) handover to Part 2 DUSP and the acceptance by Part 2 DUSP; and
- 4.2.13 detailed BOQ for the relevant site.

## Implementation Period

- 4.3 The maximum implementation period for Part 1 DUSP **shall not exceed twelve (12) months** from the commencement date specified in the Notification of Approval issued by the Commission. The high-level overview of the twelve (12) months implementation period is shown in the table below:

<b>Milestone No.</b>	<b>Month</b>	<b>General Description</b>
1	4	<p><b><u>Preliminaries</u></b></p> <ul style="list-style-type: none"> <li>• Finalisation of the proposed site location and confirmation of site suitability with Part 2 DUSP via a joint site survey.</li> <li>• Engagement with and acquisition of the site from the landowner(s), including execution of necessary agreements.</li> <li>• Conduct site survey and technical assessment.</li> <li>• Submission and obtain the necessary approvals, permits, and clearances from local authorities and/or other relevant authorities.</li> <li>• Coordination with relevant stakeholders and authorities to facilitate project implementation.</li> </ul>
2	3	<p><b><u>Foundation</u></b></p> <ul style="list-style-type: none"> <li>• Site clearing and preparation works.</li> <li>• Construction of tower foundation in accordance with the approved design and specifications.</li> <li>• Installation of supporting civil infrastructure, including anti-climb fencing, drainage systems, and access roads.</li> <li>• Completion of all civil and structural works necessary to support the tower infrastructure</li> </ul>
3	3	<p><b><u>Tower erection</u></b></p> <ul style="list-style-type: none"> <li>• Delivery and installation of structural components.</li> <li>• Assembly and erection of the tower structure, including platforms, ladders, and safety systems.</li> <li>• Completion of the tower structure and verification of structural integrity in accordance with the approved specifications.</li> </ul>
4	2	<p><b><u>Handover</u></b></p> <ul style="list-style-type: none"> <li>• Testing and commissioning of the completed infrastructure.</li> <li>• Rectification of any identified defects or non-compliance.</li> <li>• Submission of the required declaration and supporting documentation to the Commission.</li> </ul>

Milestone No.	Month	General Description
		<ul style="list-style-type: none"> <li>• Handover of the completed infrastructure to Part 2</li> <li>• DUSP(s) for deployment of network equipment and service provisioning.</li> </ul>
<b>Total</b>	<b>12</b>	

### **Report to the Commission**

- 4.4 During the Project implementation timeline, pursuant to regulation 13 of the USP Regulations, the Part 1 DUSP shall submit a report on the progress of the implementation of the Approved Universal Service Plan on a **fortnightly basis** to the Commission. The report(s) shall be furnished in the form and format specified by the Commission.

### **Insurance and Warranty**

- 4.5 The Part 1 DUSP shall be responsible for providing warranties and insurance for the items stipulated below:

#### **Warranty**

- 4.6 Tower(s) structure:
- 4.6.1 Period of warranty as provided by the manufacturer/supplier to be disclosed clearly in writing to the Commission, if required. The warranty provided shall benefit both the Part 1 and Part 2 DUSPs.
  - 4.6.2 Other related elements, which include, but are not limited to, concrete plinth for cabin/outdoor equipment, basic grounding and earthing systems, civil works and drainage system, anti-climb fencing system, and entrance gate and access road.
  - 4.6.3 Warranties for all of these items for a period of twelve (12) months from the date of handover to Part 2 DUSP.
- 4.7 Part 1 DUSP shall immediately repair or replace any faulty items at its own cost, during the warranty period.
- 4.8 In the event of vandalism, the Part 1 DUSP shall be responsible for immediately rectifying and/or replacing any affected network facilities at its own cost, until the site is handed over to Part 2 DUSP.

## Insurance

4.9 Part 1 DUSP is required to take the necessary measures to plan for contingencies at its own cost, such as the purchase and maintenance of all relevant insurances (including, but not limited to, insuring all assets, and having adequate public liability insurance coverage).

4.10 The relevant insurances must also be provided and maintained during the Implementation Period of this Project. Failure on the part of the Part 1 DUSP to comply with this requirement shall result in the Part 1 DUSP being solely responsible for any liabilities and/or losses that may arise.

4.11 Type of insurance to be provided by the Part 1 DUSP, where applicable, and not limited to the following:

### 4.11.1 Insurance against personal injuries and damage to properties

The DUSP shall procure and maintain insurance coverage for third-party personal injury and property damage at all work sites, in accordance with:

- Malaysia's Civil Law Act 1956
- Insurance Act 1996
- Minimum coverage for third-party liability: RM 1 million per occurrence or as otherwise directed by the Commission

### 4.11.2 Workmen's Compensation Insurance and/or SOCSO

All labour deployed must be insured under the Workmen's Compensation Act 1952 or covered by SOCSO (PERKESO). The Part 1 DUSP shall:

- Register all employees with SOCSO
- Maintain up-to-date contributions
- Ensure foreign workers are legally employed in accordance to immigration requirements and are covered under approved private insurance where applicable

### 4.11.3 Insurance of Works (CAR)

A valid DUSP's Construction All Risks (CAR) insurance policy shall be maintained from the commencement of site work until Project handover to Part 2 DUSP, covering:

- Material damage to permanent and temporary works
- Plant and equipment

- Legal liability to third parties

Minimum coverage shall be in accordance with CIDB Malaysia guidelines and not less than the full contract value, and shall comply with industry standards and regulatory expectations.

#### 4.11.4 Insurance for Equipment

The DUSP shall ensure all major equipment and materials from the point of dispatch to final commissioning. Coverage must include:

- Transit and storage insurance
- Theft and fire protection
- Installation risk

Insurance policies shall comply with MS ISO 39001: Road Traffic Safety Management and other relevant logistics risk management practices.

## 5. DETAILED SCOPE OF WORK FOR PART 2 DUSP

5.1 The Part 2 DUSP shall be responsible for, but not limited to, the following:

No	Detailed scope of work
1.	<p>Conduct actual site surveys and site evaluations with the Part 1 DUSP for finalisation of all sites and specification(s).</p> <p>The site survey is for the purpose of identifying a suitable site location, site acquisition, site backhaul technology suitability and commercial power connection, which includes verifying land ownership and legal status, assessing site accessibility and suitability for acquisition, identifying proximity to existing utility infrastructure, liaising with utility providers to determine connection feasibility and requirements, and validating all relevant site-related information provided in this document.</p>
2.	<p>Ensure that the tenancy agreement remains valid throughout the Operational Period of the sites with the relevant landowner(s).</p>
3.	<p>Obtain all the necessary approvals from the relevant local authority or other Relevant Authorities before commencing the Project.</p> <p>Part 2 DUSP shall bear the responsibility after taking over the site in ensuring that the annual renewal of each site permit in a given Cluster is undertaken, and ensure that the rental for the site is duly settled in a timely manner.</p>

No	Detailed scope of work
4.	Application and installation of uninterrupted power supply, including installation of necessary infrastructure (example poles and cables) to ensure availability of services at all times, twenty-four (24) hours per day, seven (7) days a week.
5.	Installation of network service equipment and its ancillaries.
6.	Provide a 6-way MOCN RAN sharing solution for the provisioning of public cellular services for 4G and 5G services.
7.	Interoperability and integration with other public cellular service provider for a 6-way MOCN RAN sharing arrangement.
8.	<p>In the event that the Part 2 DUSP does not possess the necessary licences, or spectrum assignments required to provide both 4G and 5G network services, the Part 2 DUSP shall enter into the necessary commercial arrangement(s) with the relevant public cellular service provider as its identified partner(s) for the provision of the respective 4G and/or 5G network services, in order to ensure the continuous provisioning of both 4G and 5G network services under the Project.</p> <p>Notwithstanding such arrangement(s), the Part 2 DUSP shall remain fully and solely responsible and liable to the Commission for the provision, performance, availability, operation, and continuity of the 4G and 5G network services at all times. Any act, omission, default, delay, service disruption, non-performance, non-compliance, cost, charge, or liability arising from or attributable to the relevant public cellular service provider and/or identified partner(s) shall be deemed to be the responsibility of the Part 2 DUSP.</p> <p>The part 2 DUSP must provide a copy of the evidence of the partnership, shall be submitted to the Commission as per subparagraph 7.15 of this Invitation.</p>

No	Detailed scope of work
9.	<p>Provide a backhaul solution based on the following options only:</p> <ul style="list-style-type: none"> <li>(a) Fibre optic; or</li> <li>(b) Microwave.</li> </ul> <p>To prioritise the fibre optic option over the microwave option, while the use of satellite backhaul is not permitted.</p>
10.	<p>Provide a power supply solution by determining power feasibility based on the following options only:</p> <ul style="list-style-type: none"> <li>(a) Commercial grid power or</li> <li>(b) Solar as primary with genset as backup power</li> </ul> <p>To prioritise the commercial grid power over solar facilities. Other power supply solutions are not permitted.</p>
11.	<p>Testing and commissioning of the entire network, which shall encompass the radio equipment at a particular site up to the core network.</p>
12.	<p>When a particular site is declared to be On Air, the DUSP shall furnish the Commission with a Declaration for the completion of work for every Project milestone for CAPEX and OPEX, as shown in <b>Appendix 6</b> of this Invitation.</p>
13.	<p>The Part 2 DUSP shall incorporate active site security measures adhering to the following minimum requirements:</p> <p><b>1. Installation of a high-definition Closed-Circuit Television (CCTV) system equipped with the following capabilities:</b></p> <ul style="list-style-type: none"> <li>(a) Capable of providing clear surveillance visual coverage of the surroundings tower compound.</li> <li>(b) Outdoor rated CCTV camera(s).</li> <li>(c) Minimum resolution of 4 Megapixels (4MP).</li> <li>(d) Pan-Tilt-Zoom (PTZ) functionality.</li> <li>(e) Full 360-degree visual coverage.</li> <li>(f) Integrated facial recognition technology.</li> <li>(g) Two-way audio communication.</li> <li>(h) Intelligent intrusion detection: <ul style="list-style-type: none"> <li>• Focuses on filtering false alarms to enhance efficiency;</li> </ul> </li> </ul>

No	Detailed scope of work
	<ul style="list-style-type: none"> <li>• Analyses shapes to detect human or vehicle motion; and</li> <li>• Enables line-crossing and intrusion detection, triggering alarms only when humans or vehicles cross defined zones.</li> </ul> <p><b>2. 24/7 Security Operations and On-Demand Access:</b></p> <p>Part 2 DUSP shall provide continuous, 24/7 remote monitoring and maintenance of all deployed security systems. This operation shall be fully managed through the Part 2 DUSP established operational framework.</p> <p>The surveillance and monitoring architecture must be able to request on-demand, real-time remote access to view the site security feeds and monitoring dashboards at any time in the future upon request by the Commission (or any designated authority authorised by the Commission).</p>
14.	Undertake operations and maintenance for two (2) years (“Operational Period”) when a particular site is declared to be On Air.
15.	Part 2 DUSP shall bear the responsibility of ensuring that the annual renewal of each site permit in a given Cluster is undertaken in a timely and orderly manner. The Commission bears no responsibility or liability for the failure of Part 2 DUSP to ensure the renewal of site permitting from the relevant local authorities for all sites designated to it under this Project.
16.	Submission of operations and maintenance report to the Commission, which consists of the network performance report, Quality of Service (QoS) KPI chart, daily uptime report, and maintenance schedule, in the form and format specified by the Commission during the monthly progress report.

- 5.2 The Completion Report shall be submitted by Part 2 DUSP upon request by the Commission. The Completion Report shall consist of, including but not limited to:
- 5.2.1 as-built drawing(s) endorsed by a Professional Engineer with Practicing Certificate (PEPC);
  - 5.2.2 a copy of the relevant local authority approval and approvals from other related agencies;
  - 5.2.3 a copy of the stamped tenancy agreement;
  - 5.2.4 the exact latitude and longitude for each site;
  - 5.2.5 technical site survey report;
  - 5.2.6 detailed backhaul information and relevant document(s);
  - 5.2.7 electrical and earthing system;
  - 5.2.8 power supply information and relevant document(s);
  - 5.2.9 original single site optimisation report which shall include but is not limited to the voice call test;
  - 5.2.10 throughput test results;
  - 5.2.11 coverage measurement and other relevant test(s) in accordance to the requirements stipulated in this Invitation;
  - 5.2.12 overall site photo(s) including equipment installed;
  - 5.2.13 site access details;
  - 5.2.14 detailed BOQ for the relevant site; and
  - 5.2.15 any other information or report which the Commission may require.
- 5.3 During the Operational Period, Part 2 DUSP shall not impose any charges to the six (6) public cellular service providers that seek access to infrastructure sharing at all sites. Nevertheless, the inclusion of additional public cellular service providers, i.e. other than the said six (6) public cellular service providers, is permissible on a commercial basis during the Operational Period. Without limiting this clause, the Part 2 DUSP shall ensure that any appointed 4G Service Partner or 5G Service Partner shall not impose any charges on the said six (6) public cellular service providers during the Operational Period for access to the awarded sites.
- 5.4 Upon the cessation of the Operational Period, when no claims are made from the USP Fund for the operating expenditure, the Part 2 DUSP may impose reasonable charges to cover operational expenditure for the site(s) on a commercial basis to all public cellular service providers.
- 5.5 The Part 2 DUSP shall be obligated to ensure sustainability and operational arrangements for continued 4G and 5G service availability, continued 6-way MOCN RAN capability at the site's location after the Operational Period. The

Commission Determination on Access List (Determination No. 6 of 2021) and the Commission Determination on the Mandatory Standard on Access (Determination No. 1 of 2021) and any revisions made thereafter shall supersede and prevail over any proposed or imposed post Operational Period charges, commercial terms or access arrangements.

- 5.6 The Part 2 DUSP is required to submit all undertaking(s) or duly signed and stamped partnership agreements between the Part 2 DUSP and other established public cellular service providers, which hold radio spectrum for the provisioning of public cellular services (4G or 5G services) through MOCN RAN sharing approach, and the public cellular services to end users. A certified true copy of the partnership agreements shall be furnished to the Commission within **one hundred eighty (180) days** from the commencement date of this Project.
- 5.7 The Part 2 DUSP shall ensure that the site configuration and facilities provided shall have the capability to provide 4G and 5G services using the relevant band(s) of public cellular network providers in Malaysia, with the capability of providing voice and data services at the required broadband speed.
- 5.8 The Part 2 DUSP shall ensure uninterrupted permanent power supply from the power supply provider, i.e. SEB, SESB or TNB, which includes installation of any necessary infrastructure to ensure availability of services at all times. The source of power supply to be utilised shall be through commercial power supply or other energy sources (i.e. solar power supply). The network services and interconnection with the networks of other licensed service providers shall be made available at all times, under any circumstances by the Part 2 DUSP.
- 5.9 Ensure that the usage of the spectrum for the provisioning of the public cellular services is undertaken only after the issuance of the requisite Apparatus Assignment and/or Spectrum Assignment in accordance with the Act, the Communications and Multimedia ("**Spectrum**") Regulations 2000 ("**Spectrum Regulations**"), the Spectrum Plan, the Standard Radio System Plan ("**SRSP**") and all other relevant standards as and when issued by the Commission.
- 5.10 Any costs incurred by the Part 2 DUSP in relation to such 4G Service Partner, 5G Service Partner, MOCN arrangement, RAN arrangement, infrastructure sharing, backhaul, power, operation or maintenance shall be borne by the Part 2 DUSP and shall be deemed to have been included in the Part 2 DUSP's proposal and costing.

**Implementation Period**

- 5.11 The commencement date for Part 2 DUSP shall be immediately on the date(s) of handover of each site by the Part 1 DUSP of the Project.
- 5.12 The maximum implementation period for Part 2 DUSP **shall not exceed nine (9) months** from the commencement date specified in the Notification of Approval issued by the Commission. The high-level overview of the nine (9) months implementation period is shown in the table below:

Milestone No.	Month	General Description
1	1	<p><b><u>Preliminaries</u></b></p> <ul style="list-style-type: none"> <li>• Upon site handover by the Part 1 DUSP, the Part 2 DUSP shall review and confirm the technical readiness of the site, including space allocation, infrastructure compatibility, and access requirements.</li> <li>• Coordination with relevant stakeholders to facilitate site access and preparation for equipment deployment.</li> </ul>
2	2	<p><b><u>Power supply</u></b></p> <ul style="list-style-type: none"> <li>• Submission and obtaining the necessary approvals and clearances from the relevant authorities or utility providers for power supply provisioning.</li> <li>• Installation of power supply infrastructure, including power connection, electrical cabling, distribution board, grounding system, and related equipment.</li> <li>• Deployment of backup power systems where required, including batteries or other supporting power systems.</li> <li>• Testing, commissioning, and verification of power supply readiness to ensure stable and reliable operation of telecommunications equipment.</li> </ul>
3	3	<p><b><u>Core, POI, equipment readiness and backhaul</u></b></p> <ul style="list-style-type: none"> <li>• Delivery, installation, and commissioning of radio access network (RAN) equipment at the site.</li> <li>• Configuration and preparation of core network connectivity and Point of Interconnect (POI), where applicable.</li> <li>• Backhaul provisioning and installation, including fibre, microwave, or other transmission solutions.</li> <li>• End-to-end backhaul integration with the core network infrastructure.</li> <li>• Conduct feature testing and system verification to ensure network readiness prior to service activation.</li> </ul>

Milestone No.	Month	General Description
4	3	<p><b><u>RAN integration and on air</u></b></p> <ul style="list-style-type: none"> <li>• Conduct CME survey and minor civil and mechanical works, where necessary, to support equipment installation.</li> <li>• Delivery, installation, and integration of telecommunications equipment at the site.</li> <li>• Implementation of interoperability integration to ensure compatibility with participating network operators.</li> <li>• RAN integration and activation (on air) of the site through the 6-way MOCN RAN sharing arrangement.</li> <li>• Conduct single-site verification and optimisation to ensure network performance meets the required service standards.</li> <li>• Conduct the relevant testing(s) to prove that each of the problematic spots is now fully covered by the proposed site at the spot and has seamless connectivity with the neighbouring sites.</li> <li>• Completion of site verification, documentation, and self-declaration confirming readiness for service operation.</li> </ul>
<b>Total</b>	<b>9</b>	

### **Report to the Commission**

5.13 During the Project implementation timeline, pursuant to Regulation 13 of the USP Regulations, the Part 2 DUSP shall submit a report on the progress of the implementation of the Approved Universal Service Provision Plan on a **fortnightly basis** to the Commission. The report(s) shall be furnished in the form and format specified by the Commission.

### **Operational Period**

5.14 The Part 2 DUSP shall be responsible for providing operations and maintenance for two (2) years from the Completion Date of the Project (“**Operational Period**”), which includes:

5.14.1 Submit a report on the progress of the Operational Period on a **monthly basis** in the form and format specified by the Commission. The information shall include, but is not limited to, the following:

(a) Detailed operational costs incurred for each location for service

provisioning; and

- (b) Voice call and data usage traffic, the requirement is proposed to be maintained as the information is necessary for the Commission to assess and monitor the operational performance, service utilisation, and revenue forgone under the Project during the Operational Period. information for each location under the Project.

### **Insurance and Warranty**

- 5.15 The Part 2 DUSP shall be responsible for providing warranties and insurance for the items stipulated below:

#### **Warranty**

- 5.16 Tower(s) structure:

- 5.16.1 Period of warranty as provided by the tower manufacturer/supplier to be disclosed clearly in writing, to the Commission if required. The warranty provided shall benefit both the Part 1 and Part 2 DUSPs.

- 5.17 Tower(s), ancillaries, network service equipment and active site security systems:

- 5.17.1 The period of warranty shall be for a minimum of two (2) years from the completion of Part 2 until the end of the Operational Period.

#### **Insurance**

- 5.18 The Part 2 DUSP shall, at its own cost, take all necessary measures to plan for contingencies, including the procurement and maintenance of comprehensive insurance (including, but not limited to, insuring all assets and having adequate public liability insurance coverage).

- 5.19 The relevant insurances must also be procured and maintained at all times by the Part 2 DUSP, both during implementation and subsequent to the completion of this Project. Failure on the part of the Part 2 DUSP to comply with this requirement shall result in the Part 2 DUSP being solely responsible for any liabilities and/or losses that may arise.

- 5.20 Type of insurance to be provided by the Part 2 DUSP;

- 5.20.1 Insurance against Personal Injuries and damage to properties.

- The DUSP shall procure and maintain insurance coverage for third-

party personal injury and property damage at all work sites, in accordance with:

- Malaysia's Civil Law Act 1956
- Insurance Act 1996
- Minimum coverage: RM 1 million per occurrence or as otherwise directed by the Commission

#### 5.20.2 Workmen's Compensation Insurance and/or SOCSO

All labor deployed must be insured under the Workmen's Compensation Act 1952 or covered by SOCSO (PERKESO). The DUSP shall:

- Register all employees with SOCSO
- Maintain up-to-date contributions
- Ensure foreign workers are legally employed in accordance to immigration requirements and are covered under approved private insurance where applicable

#### 5.20.3 Insurance of Works (CAR)

A valid DUSP's Construction All Risks (CAR) insurance policy shall be maintained from the commencement of site work until On Air, covering:

- Material damage to permanent and temporary works
- Plant and equipment
- Legal liability to third parties

Minimum coverage shall be in accordance with CIDB Malaysia guidelines and not less than the Approved Cost, and shall comply with industry standards and regulatory expectations.

#### 5.20.4 Insurance for Equipment

The DUSP shall ensure all major equipment and materials from the point of dispatch to final commissioning. Coverage must include:

- Transit and storage insurance
- Theft and fire protection
- Installation risk

Insurance policies shall comply with MS ISO 39001: Road Traffic Safety Management and other relevant logistics risk management practices.

### **Ownership of the network facilities and network services**

- 5.21 Pursuant to paragraph 18 of the Commission Determination on Universal Service Provision (Determination No. 6 of 2002), the ownership of the tower(s) and facilities at the USTs vests **with the Part 2 DUSP** from the commencement of this Project, unless the designation as the Part 2 DUSP of the Project is revoked by the Commission pursuant to the USP Regulations.
- 5.22 The Part 2 DUSP shall hold valid NFP(I), NSP(I), and ASP(C) licences issued by the Commission under the Act during the entire tenure of the Project (i.e. the Implementation Period and Operational Period as defined in the Invitation).
- 5.23 For avoidance of doubt, the Commission shall revoke the designation of the Part 2 DUSP, in the event the Part 2 DUSP no longer holds the requisite licence(s) at any time during the tenure of the Project.

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## **SECTION III - REGISTRATION OF INTEREST AND SUBMISSION OF THE DRAFT UNIVERSAL SERVICE PLAN**

### **6. REGISTRATION OF INTEREST REQUIREMENTS**

- 6.1 The Interested Licensee which wishes to register its interest to become the DUSP pursuant to this Invitation shall hold the requisite licenses with a minimum validity of six (6) months from the closing date, as stated in this Invitation (or has submitted its license 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.
- 6.2 The licensed area specified under the NFP(I) license shall be “Malaysia”, and there shall be no last-mile limitation. The Interested Licensees must also fulfil the following criteria:

#### **For Part 1**

- 6.2.1 The Interested Licensee for Part 1 is required to hold a valid NFP(I) license issued under the Act. The NFP(I) license held by the Interested Licensee must allow the holder of the license to own or provide the following network facilities under Regulation 19 of the Communications and Multimedia (Licensing) Regulations 2002, as amended:
- a) Towers, poles, ducts, and pits to be used in conjunction with other network facilities.
- 6.2.2 The Interested Licensee for Part 1 shall meet the following eligibility requirements:
- a) Must provide proof of at least two (2) years of experience in the installation of network facilities for the deployment of public cellular services (e.g. construction and installation of communications towers/structures);
  - b) Not owe any outstanding fees (e.g. license/spectrum assignment and/or numbering assignment) or outstanding payments (e.g. liquidated damages) to the Commission;
  - c) Has duly submitted its Return of Net Revenue (RONR) forms to the Commission for each year without fail; and

- d) Has no outstanding USP Fund contribution<sup>1</sup>.

## **For Part 2**

6.2.3 The Interested Licensee for Part 2 is required to hold valid NFP(I), NSP(I) and ASP(C) licences issued under the Act. The NFP(I) license held by the Interested Licensee must allow the holder of the license to own or provide the following network facilities under Regulation 19 of the Communications and Multimedia (Licensing) Regulations 2000, as amended:

- a) Fixed links and cables;
- b) Towers, poles, ducts, and pits to be used in conjunction with other network facilities; and
- c) Radiocommunications transmitters and links.

6.2.4 The Interested Licensee for Part 2 shall meet the following eligibility requirements:

- a) Be an assignment holder of radio spectrum for the provisioning of public cellular services in Malaysia;
- b) Must provide proof of at least two (2) years of experience in the installation and operation of network facilities and the provisioning of network services for the deployment of public cellular services;
- c) Not owe any outstanding fees (e.g. license, spectrum assignment and/or numbering assignment) or outstanding payments (e.g. liquidated damages) to the Commission;
- d) Has duly submitted its Return of Net Revenue (RONR) forms to the Commission for each year without fail; and
- e) Has no outstanding USP Fund contribution.

6.3 For the avoidance of doubt in relation to Part 1, where the Interested Licensee(s) do not hold the requisite network facilities under its NFP(I) licence at the point of submission of the draft Universal Service Plan, the Interested Licensee(s) may form a partnership with other licensee(s) that possess such network facilities in its NFP(I) licence. The Commission accepts the submission of the draft Universal Service Plan by the Interested

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<sup>1</sup> This is applicable for the licensees that are legally obliged to contribute to the USP Fund, whose total net revenue for the previous calendar year meets the minimum revenue threshold of RM2 million from the licensable activity.

Licensee(s), provided that a copy of the evidence of the partnership shall be submitted to the Commission as per subparagraph 7.2 (**please refer to item no. 5 in Appendix 3**) of this Invitation. Notwithstanding such arrangement, the Interested Licensee(s) shall remain fully responsible and accountable for the completion of the Project.

- 6.4 For clarification in relation to Part 2, where the Interested Licensee(s) holding the spectrum assignment for the provisioning of public cellular services (as explained in subparagraph 6.2.4(a) of this Invitation) does not hold the required ASP(C) licence at the point of submission of the draft Universal Service Plan, the said Interested Licensee(s) shall enter into a formal partnership with a relevant service provider that holds the spectrum assignment and requisite ASP(C) licence. The Commission accepts the submission of the draft Universal Service Plan by the Interested Licensee(s), provided that a copy of the evidence of the partnership shall be submitted to the Commission as per subparagraph 7.2 (**please refer to item no. 5 in Appendix 3**) of this Invitation. Notwithstanding such arrangement, the Interested Licensee(s) shall remain fully responsible and accountable for the completion of the Project.
- 6.5 Interested Licensees are prohibited from directly or indirectly (via the use of third parties) attempting to improperly influence the outcome of this Invitation exercise by way of any written or oral communication(s) in any form. Examples of such conduct include, but are not limited to, writing emails or letters, or furnishing letters of support from third parties.
- 6.6 The outcome of this Invitation exercise shall be based solely on the assessment criteria established for this purpose, and approved by the Commission, in accordance with the Act and the USP Regulations.
- 6.7 The Interested Licensee shall register its interest with the Commission by completing the form enclosed in **Appendix 2** of this Invitation.
- 6.8 Under this Invitation, the Interested Licensee may register its interest based on its experience, knowledge, capability and core competencies for:
  - 6.8.1 Part 1 only; or
  - 6.8.2 Part 2 only.
- 6.9 The submission of the duly completed Registration of Interest Form shall be made in accordance with subparagraph 9.1 of this Invitation.

## 7. SUBMISSION OF THE DRAFT UNIVERSAL SERVICE PLAN

- 7.1 **Interested Licensees that submit draft universal service plan for Part 1 are not allowed to submit draft universal service plan for Part 2, and Interested Licensees that submit draft universal service plan for Part 2 are not allowed to submit draft universal service plan for Part 1.**
- 7.2 The Interested Licensee shall submit a single document in a separate sealed envelope marked as “**LICENSEE’S INFORMATION**”, which shall consist of the following:
- 7.2.1 Cover letter signed by the Chief Executive Officer or a person who holds an equivalent designation in the Interested Licensee; and
  - 7.2.2 Information of the Interested Licensee and other supporting documents as detailed out in **Appendix 3** of this Invitation.
- 7.3 The Interested Licensee shall submit the Draft Universal Service Plan based on its Registration of Interest (whether for Part 1 or Part 2 only, and the number of Cluster(s) bid), in separate binding for each Cluster as specified in **Appendix 1** of this Invitation. The Draft Universal Service Plan submitted for each Cluster(s) bid in each Part(s) shall be divided into **two (2) separate** documents as follows:
- 7.3.1 Technical Proposal; and
  - 7.3.2 Financial Proposal.
- 7.4 The Interested Licensee may submit Draft Universal Service Plan(s) for multiple Clusters. For avoidance of doubt, the Commission will not accept submission of Draft Universal Service Plan(s) for part of a Cluster, or any combination of Clusters which includes two or more parts of different Clusters.
- 7.5 Submission of the Registration of Interest and the Draft Plan shall strictly follow the method and format prescribed in this Invitation. Interested Licensee(s) who are found to have submitted copies of the Registration of Interest or the Draft Plan to any third party, or to any other person within the Commission not authorised to receive such documents, may be disqualified from this Invitation.
- 7.6 **Uncontacted Interested Licensees shall be deemed unsuccessful.** The Interested Licensee **shall not contact or query the Commission directly or indirectly** on the outcome of the evaluation. Interested Licensee(s) that

disregard this restriction may be construed as exercising undue influence and may be disqualified.

7.7 The Draft Universal Service Plan shall be submitted and marked as follows:

7.7.1 One (1) hard copy submission;

7.7.2 All pages of the Financial Proposal of the Draft Universal Service Plan shall be duly initialled and affixed with the company rubber stamp of the Interested Licensee; and

7.7.3 All signatures, initials, and other handwritten marks on the original hard copy of the proposals must be made in blue ink.

7.8 Pages for the Draft Universal Service Plan shall be numbered in the following format: <page number> of <total number of pages>.

7.9 The submission of the Draft Universal Service Plan shall be enclosed in a separate sealed envelope(s) labelled as follows:

7.9.1 This Invitation's reference **(INVITATION REF. NO.: MCMC/IPD/MNPD/JLD5/001\_Highway/Invitation/001/2026** at the top left-hand corner of the envelope(s);

7.9.2 The description "SUBMISSION OF DRAFT UNIVERSAL SERVICE PLAN" at the central position of the envelope(s);

a) PART #: TECHNICAL PROPOSAL (Cluster No. #); or

b) PART #: FINANCIAL PROPOSAL (Cluster No. #)

7.9.3 "SUBMITTED BY: <**Name of Interested Licensee**>" at the central bottom position of the envelope(s); and

7.9.4 In addition to the hardcopy, digital copies of the Technical Proposals, Financial Proposals (according to the Cluster bid) and Licensees' Information shall be submitted in virus-free thumb drives. The digital copy shall be in PDF format. In addition, please submit all the relevant working files i.e. the detailed BOQ in MS Excel format.

7.10 All documents mentioned above, including any appendices annexed thereto, shall be taken as being mutually explanatory of each other.

- 7.11 The Interested Licensee shall be deemed to have examined and understood all information and documents set out in this Invitation.
- 7.12 All costs and expenses associated with and necessary for the preparation and submission of the Draft Universal Service Plan shall be borne by the Interested Licensee and is not claimable from the USP Fund.
- 7.13 All corrections, changes, alterations and/or any other amendments whatsoever made in the Draft Universal Service Plan shall be initialled and affixed with the Interested Licensee's company stamp.
- 7.14 In the event of any discrepancy between the amount quoted in the Bill of Quantities (**Appendix 7**) and the Financial Proposal (**Appendix 5**), the amount quoted in the Financial Proposal (**Appendix 5**) shall prevail.
- 7.15 All documents, agreements, or letters which form part of the Draft Universal Service Plan(s) shall be properly and securely bound in the submission.
- 7.16 Handbooks and any other literature, if any, shall be bound in separate covers.

## **8. SCOPE OF THE DRAFT UNIVERSAL SERVICE PLAN**

- 8.1 The Draft Universal Service Plan to be submitted by the Interested Licensee shall contain information as specified in **Appendix 4** and **Appendix 5** of this Invitation.

## **9. CLOSING DATE**

### **Submission of Registration of Interest**

- 9.1 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 3:00 pm, 25 May 2026**, via email at [mnpd.ipd@mcmc.gov.my](mailto:mnpd.ipd@mcmc.gov.my).
- 9.2 The Interested Licensees shall make available the original Registration of Interest form, in hard copy, to the Commission, if required.
- 9.3 Proof of submission shall take the form of the issuance of an acknowledgement email receipt to the sender from the same email address.
- 9.4 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.

- 9.5 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.
- 9.6 Subject to the timeline for submission of the Registration of Interest, if an Interested Licensee submits multiple forms, the Commission will accept the latest submission as final.
- 9.7 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.
- 9.8 **The Interested Licensees are reminded to strictly adhere to the specified date and time and ensure that the Registration of Interest Form is submitted accordingly. In this regard, 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**

- 9.9 An Interested Licensee shall submit the duly completed Draft Universal Service Plan on or before **3:00 pm, 17 June 2026**, at:

**Malaysian Communications and Multimedia Commission  
MCMC Centre of Excellence (CoE),  
Jalan Impact, Cyber 6, 63000 Cyberjaya, Selangor  
(Attention: Mobile Network Planning Department,  
Infrastructure Planning Division)**

- 9.10 The submission of the draft universal service plan must match the Registration of Interest Form.
- 9.11 The Commission shall **NOT ACCEPT** any submission of Draft Universal Service Plan made by way of email, fax, mail and/or any other means.
- 9.12 **The Interested Licensees are reminded to strictly adhere to the specified date and time and ensure that the draft universal service plan is submitted accordingly. In this regard, the Interested Licensee's proof of postage or other evidence of transmission shall not be accepted as proof of receipt by the Commission.**

**10. MATTERS FOR CONSIDERATION IN APPROVING THE DRAFT UNIVERSAL SERVICE PLAN**

- 10.1 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

### 11. CLAIMS FOR PAYMENT

- 11.1 The DUSP is entitled to claim the costs undertaken i.e. CAPEX and OPEX in respect of this Project.
- 11.2 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.
- 11.3 Details of the payment schedule, timeline, terms and conditions, and forms 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 Part 1 and 2 DUSPs is specified in **Appendix 6** of this Invitation.

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## **SECTION V - GENERAL TERMS AND CONDITIONS**

### **12. DESIGN AND QUALITY OF SERVICE**

- 12.1 The Part 1 and Part 2 DUSPs shall be solely responsible for the correct design and configuration of the network facilities, including all works, infrastructure, 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.
- 12.2 The Service Level Guarantee for each location shall adhere to the specifications prescribed under the relevant mandatory standards issued by the Commission.
- 12.3 Any upgrading throughout the Operational Period to fulfil the above requirements shall be borne by the DUSP at no additional cost to the Commission.
- 12.4 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. TECHNICAL COMPLIANCE**

- 13.1 The DUSP 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.
- 13.2 The spectrum used for the equipment shall comply with the Act, the Spectrum Regulations 2000, the Spectrum Plan, the SRSP and all relevant standards or legal instruments as and when issued by the Commission.

### **14. SUPPLIED MATERIALS AND EQUIPMENT**

- 14.1 All items to be used in the provision of universal service by the DUSP in the UST shall be fit-for-purpose; such items are intended for and shall be free from defects arising out of faulty design, faulty and inferior material or faulty workmanship.

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

14.3 All equipment proposed must comply with the Malaysian Standards type approval.

## **15. APPROVAL FROM RELEVANT AUTHORITIES**

15.1 The DUSP shall be responsible to obtain the necessary approvals from the local authority, electrical authority and/or all other Relevant Authorities before the commencement of Work.

15.2 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.

15.3 The DUSP will be responsible for any additional costs incurred to ensure infrastructure and services continue to be available in the event that a change of site is required as a result of the DUSP's non-compliance to the said authority's requirements.

## **16. INSPECTION AND AUDIT**

16.1 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:

### **16.1.1 Technical Audits**

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.

### **16.1.2 Commercial Audits**

Verifying all relevant supporting documents submitted by the DUSP in its claims for net universal service costs.

16.1.3 Any other aspects that may be necessary for the Commission.

## **17. SAFETY**

17.1 The DUSPs shall:

17.1.1 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;

- 17.1.2 Ensure the safety and well-being of all individuals who enter or visit the site, including but not limited to invitees, licensees, and any other persons lawfully permitted access;
- 17.1.3 Enforce and take all reasonable steps to ensure compliance of all safety measures for workmen, contractors and all other persons at the site as stipulated in all relevant safety-at-work legislation and regulations;
- 17.1.4 Ensure the structural integrity of the towers and its ancillaries at all times and ensure compliance with all relevant laws and guidelines; and
- 17.1.5 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.

## **18. EXTENSION OF TIME**

- 18.1 The DUSP shall not request an extension of time beyond the timeline that has been approved in the Approved Universal Service Plan. For the avoidance of doubt, an extension of time may be considered by the Commission due to force majeure as specified in clause 19 of this Invitation. Notwithstanding the foregoing, the DUSP is expected to duly plan, manage, and execute all foreseeable activities, risks, and dependencies associated with the Project, and shall not rely on such factors as a basis for any extension of time.

## **19. EFFECT OF FORCE MAJEURE**

- 19.1 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:
  - 19.1.1 War (whether declared or not), hostilities, invasion, act of foreign enemies;
  - 19.1.2 Insurrection, revolution, rebellion, military, or usurped power, civil war, terrorism;

- 19.1.3 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;
- 19.1.4 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);
- 19.1.5 Pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds; and
- 19.1.6 Riot, commotion or disorder, unless solely restricted to employees of the workmen, contractors and all other persons for the execution of the Work.

## **20. PERFORMANCE BOND**

- 20.1 The DUSP is required to submit a performance bond in the form of a Bank Guarantee issued by a local licensed financial institution under the Financial Services Act 2013 ("**Performance Bond**") prior to the implementation of the Approved Universal Service Plan.
- 20.2 The Performance Bond shall be kept valid by the DUSP at all times, for the following duration:

### **For Part 1**

- 20.2.1 For the Part 1 DUSP, the Performance Bond shall start **no later than thirty (30) working days** from the commencement date of the Project issued in the Notification of Approval, until twelve (12) months after the completion and handover of the site(s) to the Part 2 DUSP; and
- 20.2.2 The Performance Bond shall be **twenty percent (20%)** of the total Approved Cost of the Project. The DUSP shall ensure that the Performance Bond is always maintained at the value of 20% of the total Approved Cost of the Project.

### **For Part 2**

- 20.2.3 For the Part 2 DUSP, the Performance Bond shall start **no later than thirty (30) working days** from the commencement date of the Project specified in the Notification of Approval, until twelve

(12) months from the completion and declaration for on air of the network facilities of the last site, with the said Declaration having been duly received by the Commission; and

- 20.2.4 The Performance Bond for Part 2 DUSP shall be **twenty percent (20%)** of the approved total cost of the Project. The Part 2 DUSP shall ensure that the Performance Bond is always maintained at the value of 20% of the total approved cost of the Project.
- 20.3 It shall be the responsibility of the Part 1 and Part 2 DUSPs to ensure that a valid Performance Bond is furnished to the Commission at all times.
- 20.4 Should the DUSP require an extension of time to complete the Project, it shall be the responsibility of the DUSP to renew the Performance Bond at least three (3) months prior to the expiry of the said Performance Bond.
- 20.5 In the event that the designation of the DUSP is revoked pursuant to the USP Regulations, the said Performance Bond or any balance thereof shall be forfeited.

## **21. APPOINTMENT OF ANOTHER PARTY BY DUSP TO UNDERTAKE THE WORKS UNDER THE PROJECT**

- 21.1 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:
- 21.1.1 Instruct the DUSP to terminate forthwith such appointment and shall be liable for all costs and expenses relating to such termination; and/or
- 21.1.2 Revoke the designation of the DUSP for the Project.
- 21.2 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.

## **22. CLARIFICATION AND ENQUIRIES**

- 22.1 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 equipment. In this respect, the Commission reserves the right to issue written clarifications on the specifications where necessary, to stipulate any requirements more clearly.
- 22.2 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.
- 22.3 Should there be a need to seek clarification and additional information regarding this Invitation, all enquiries shall be directed to the Mobile Network Planning Department of the Commission via email at [mnpd.ipd@mcmc.gov.my](mailto:mnpd.ipd@mcmc.gov.my).
- 22.4 All relevant enquiries pertaining to this Invitation should reach the Commission on or before **3.00pm, 9 June 2026**.

## **23. OMISSIONS OR ERRORS**

- 23.1 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.
- 23.2 Interested Licensee shall be solely responsible for all such omissions/errors without any additional costs being chargeable to the Commission.

## **24. LIQUIDATED DAMAGES**

- 24.1 In the event that the Part 1 and/or Part 2 DUSPs fail to achieve any of the project milestones within the stipulated implementation period as specified in subparagraphs 4.3 and 5.12 in this Invitation, the respective DUSP shall be liable to pay liquidated damages to the Commission in accordance with the rates specified in the table below.

<b>Milestone No.</b>	<b>Liquidated Damages</b>
1	Up to 5% of the total approved cost
2	Up to 10% of the total approved cost
3	Up to 15% of the total approved cost
4	Up to 20% of the total approved cost
<b>Total</b>	<b>Up to 20% of the total approved cost</b>

- 24.2 The liquidated damages shall apply to the relevant scope of works associated with each project milestone and shall be imposed based on the progress of the project milestones set out below, or as otherwise determined by the Commission. The total liquidated damages payable shall be limited to a maximum of 20% of the total Approved Cost of the Project.
- 24.3 The liquidated damages for Part 1 and Part 2 DUSP shall be calculated on a daily basis from the date of delay until the relevant milestone is achieved to the satisfaction of the Commission. For the avoidance of doubt, the calculation is as follows:

**Calculation of liquidated damages for Part 1 DUSP:**

Daily rate = Total Approved Cost divided by twelve (12) months (Implementation Period in days); and

Liquidated damages = (Daily rate) x (the total days delayed) and limited to a maximum of 20% of the total Approved Cost.

**Calculation of liquidated damages for Part 2 DUSP:**

Daily rate = Total Approved Cost divided by nine (9) months (Implementation Period in days); and

Liquidated damages = (Daily rate) x (the total days delayed) and limited to a maximum of 20% of the total Approved Cost.

**25. PRESS RELEASE AND ANNOUNCEMENT**

- 25.1 The DUSP shall not issue any publicity release or make any announcement in relation to its designation for this Project. In the event that any public announcement or disclosure of the contents of the Notification of Approval is required by law, the DUSP shall, prior to making such announcement or disclosure, consult the Commission and obtain its agreement on the wording, terms, and format of such announcement or disclosure.

**26. AMENDMENTS TO THE INVITATION DOCUMENT**

- 26.1 The Commission reserves the right, at its sole discretion, to amend, modify, or revise any part of this Invitation at any time as it deems necessary. Any such changes shall be communicated to the Interested Licensee through appropriate channels.

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## APPENDIX 1 – CLUSTERING OF THE PROBLEMATIC SPOTS

LIST OF PROBLEMATIC SPOTS AS REFERENCE ON IDENTIFYING SUITABLE SITE LOCATION FOR THE INSTALLATION AND DEPLOYMENT OF NETWORK FACILITIES AND NETWORK SERVICES FOR THE PROVISIONING OF PUBLIC CELLULAR SERVICES AT THE IDENTIFIED HIGHWAYS AS PART OF COVERAGE AND QUALITY IMPROVEMENT PROJECT ALONG HIGHWAYS AND ROADS UNDER *DI MANA ADA JALAN DI SITU ADA INTERNET* INITIATIVE

**Notes:** The provided coordinates are for reference only to indicate the approximate locations of the identified problematic spots within the identified highways for the three (3) Clusters. The Interested Licensee shall analyse the provided problematic spots and determine the most suitable site location and solution for the identified problematic spot(s) to ensure continuity of connectivity along the stretch.

### CLUSTER 1

- LEBUHRAYA UTARA SELATAN, PLUS
- LEBUHRAYA PANTAI TIMUR 2, LPT2
- LEBUHRAYA LALUAN KEDUA MALAYSIA – SINGAPURA, LINKEDUA

NO.	PROBLEMATIC SPOT ID	STATE	UST	LATITUDE	LONGITUDE
1	PLUS_1	PERAK	TEJA	4.486789	101.16773
2	PLUS_2	NEGERI SEMBILAN	LABU	2.7929	101.8112
3	PLUS_3	JOHOR	TANJUNG SEMBRONG	1.994446	103.089583
4	PLUS_4	JOHOR	KLUANG	1.884048	103.241985
5	PLUS_5	JOHOR	SRI MEDAN	2.046329	103.001723
6	PLUS_6	MELAKA	CHIN CHIN	2.254	102.4765
7	PLUS_7	MELAKA	JASIN	2.264197	102.433967
8	PLUS_8	MELAKA	DURIAN TUNGGAL	2.3161	102.295
9	PLUS_9	MELAKA	SEMERBOK	2.4666	102.1478
10	PLUS_10	JOHOR	JORAK	2.087533	102.870265
11	PLUS_11	JOHOR	KULAI	1.634609	103.566137
12	PLUS_12	PERAK	TEJA	4.442176	101.176202

NO.	PROBLEMATIC SPOT ID	STATE	UST	LATITUDE	LONGITUDE
13	PLUS_13	PERAK	SAYUNG	4.691737	101.015726
14	PLUS_14	JOHOR	SRI MEDAN	2.088947	102.913994
15	LINKEDUA_1	JOHOR	TANJUNG KUPANG	1.406231	103.5912
16	LPT2_1	TERENGGANU	HULU BERANG	4.9404	103.1036
17	LPT2_2	TERENGGANU	BELARA	5.300709	103.014021
18	LPT2_3	TERENGGANU	BELARA	5.23976	102.999872
19	LPT2_4	TERENGGANU	TANGGUL	5.100613	103.065305
20	LPT2_5	TERENGGANU	HULU BERANG	5.00081	103.082281
21	LPT2_6	TERENGGANU	HULU BERANG	4.945049	103.092883
22	LPT2_7	TERENGGANU	RASAU	4.739367	103.323021
23	LPT2_8	TERENGGANU	KERTIH	4.589782	103.349188
24	LPT2_9	TERENGGANU	KERTIH	4.544583	103.366785
25	LPT2_10	TERENGGANU	KERTIH	4.5337	103.3751
26	LPT2_11	TERENGGANU	KERTIH	4.4882	103.4058
27	LPT2_12	TERENGGANU	KEMASIK	4.444335	103.392436
28	LPT2_13	TERENGGANU	HULU CUKAI	4.359872	103.323104
29	LPT2_14	TERENGGANU	HULU CUKAI	4.2958	103.2963
30	LPT2_15	TERENGGANU	PASIR SEMUT	4.291199	103.295447
31	LPT2_16	TERENGGANU	PASIR SEMUT	4.240323	103.304528
32	LPT2_17	TERENGGANU	TEBAK	4.215207	103.300022
33	LPT2_18	TERENGGANU	BANDI	4.163034	103.27965
34	LPT2_19	TERENGGANU	BANDI	4.1361	103.2819
35	LPT2_20	TERENGGANU	HULU JABUR	4.080778	103.29043
36	LPT2_21	TERENGGANU	HULU JABUR	4.055166	103.307024
37	LPT2_22	TERENGGANU	HULU JABUR	4.038194	103.31342
38	LPT2_23	TERENGGANU	HULU JABUR	4.006709	103.311777
39	LPT2_24	TERENGGANU	HULU JABUR	3.953781	103.295685
40	LPT2_25	TERENGGANU	HULU JABUR	3.93539	103.300251
41	LPT2_26	TERENGGANU	HULU JABUR	3.944432	103.316638
42	LPT2_27	TERENGGANU	JERANGAU	4.886971	103.160779

## CLUSTER 2:

- LEBUHRAYA PANTAI TIMUR, LPT
- LEBUHRAYA KAJANG – SEREMBAN, LEKAS
- WEST COAST EXPRESSWAY, WCE
- LEBUHRAYA SKIM PENYURAIAN TRAFIK KUALA LUMPUR BARAT, SPRINT
- LEBUHRAYA KUALA LUMPUR – KUALA SELANGOR, LATAR
- LEBUHRAYA BERTINGKAT DAMANSARA – SHAH ALAM, DASH
- SENAI DESARU EXPRESSWAY, SDE

NO.	PROBLEMATIC SPOT ID	STATE	UST	LATITUDE	LONGITUDE
1	LPT_1	PAHANG	BUKIT SEGUMPAL	3.550599	102.539783
2	LPT_2	PAHANG	CHENOR	3.5823	102.5845
3	LPT_3	PAHANG	LUIT	3.6795	102.8632
4	LPT_4	PAHANG	CHENOR	3.581381	102.57946
5	LPT_5	PAHANG	SONGSANG	3.5063	102.3712
6	LPT_6	PAHANG	ULU LEPAR	3.732376	102.953378
7	LPT_7	PAHANG	KUALA KUANTAN	3.8462	103.2182
8	LEKAS_1	NEGERI SEMBILAN	SETUL	2.811144	101.88296
9	LEKAS_2	NEGERI SEMBILAN	SETUL	2.823537	101.864217
10	LATAR_1	SELANGOR	RAWANG	3.291965	101.599717
11	WCE_1	PERAK	BELANJA	4.407717	100.810751
12	WCE_2	SELANGOR	TANJONG DUA BELAS	2.9092	101.5418
13	WCE_3	SELANGOR	JERAM	3.2392	101.3889
14	WCE_4	SELANGOR	IJOK	3.338633	101.36516
15	WCE_5	SELANGOR	PASANGAN	3.407355	101.309548
16	WCE_6	PERAK	HUTAN MELINTANG	3.845437	101.000608
17	WCE_7	PERAK	SITIAWAN	4.159151	100.752477

NO.	PROBLEMATIC SPOT ID	STATE	UST	LATITUDE	LONGITUDE
18	WCE_8	PERAK	BERUAS	4.443932	100.801237
19	WCE_9	PERAK	SUNGAI TINGGI	4.5479	100.7516
20	WCE_10	PERAK	SUNGAI TINGGI	4.580515	100.743981
21	WCE_11	PERAK	BUKIT GANTANG	4.660935	100.733287
22	SPRINT_1	WILAYAH PERSEKUTUAN KUALA LUMPUR	BATU	3.167354	101.656994
23	SPRINT_2	WILAYAH PERSEKUTUAN KUALA LUMPUR	KUALA LUMPUR	3.1652	101.6341
24	DASH_1	SELANGOR	BUKIT RAJA	3.1484	101.4994
25	SDE_1	JOHOR	SUNGAI TIRAM	1.570717	103.913917
26	SDE_2	JOHOR	SUNGAI TIRAM	1.525969	103.970454
27	SDE_3	JOHOR	SUNGAI TIRAM	1.547324	103.926434
28	SDE_4	JOHOR	SENAI	1.61578	103.694135
29	SDE_5	JOHOR	JOHOR LAMA	1.544152	104.080102
30	SDE_6	JOHOR	TANJUNG SURAT	1.561998	104.117502
31	SDE_7	JOHOR	JOHOR LAMA	1.534929	104.03421
32	SDE_8	JOHOR	SUNGAI TIRAM	1.529987	104.010792
33	SDE_9	JOHOR	PLENTONG	1.5407	103.9322
34	SDE_10	JOHOR	TANJUNG SURAT	1.547887	104.097217
35	SDE_11	JOHOR	TEBRAU	1.6206	103.7306

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# CLUSTER 3

- LEBUHRAYA PAN BORNEO (SABAH SECTION), PBH\_SABAH
- LEBUHRAYA PAN BORNEO (SARAWAK SECTION), PBH\_SARAWAK

NO.	PROBLEMATIC SPOT ID	STATE	UST	LATITUDE	LONGITUDE
1	PBH_SABAH_1	SABAH	LAHAD DATU	5.045368	118.274821
2	PBH_SABAH_2	SABAH	LAHAD DATU	5.005105	118.236969
3	PBH_SABAH_3	SABAH	PAPAR	5.7206	116.0177
4	PBH_SABAH_4	SABAH	BEAUFORT	5.294507	115.689794
5	PBH_SABAH_5	SABAH	KOTA BELUD	6.527090219	116.5161072
6	PBH_SABAH_6	SABAH	KUNAK	4.751284	118.119587
7	PBH_SARAWAK_1	SARAWAK	KEMENA	3.094968	113.012124
8	PBH_SARAWAK_2	SARAWAK	MARADONG	2.061856	111.644124
9	PBH_SARAWAK_3	SARAWAK	PUNDA-SABAL	1.071209	110.9317
10	PBH_SARAWAK_4	SARAWAK	PUEH	1.94344	109.636998
11	PBH_SARAWAK_5	SARAWAK	PAKU	2.433651	112.242752
12	PBH_SARAWAK_6	SARAWAK	BUKIT KISI	4.068914	113.954222
13	PBH_SARAWAK_7	SARAWAK	PUEH	1.888781	109.664589
14	PBH_SARAWAK_8	SARAWAK	BAKONG	4.150702	114.009537
15	PBH_SARAWAK_9	SARAWAK	KEMENA	3.2328	113.1797
16	PBH_SARAWAK_10	SARAWAK	KEMENA	3.252594	113.282678
17	PBH_SARAWAK_11	SARAWAK	JIKANG	2.064106	111.94154
18	PBH_SARAWAK_12	SARAWAK	MERAPOK	4.9119	115.4648
19	PBH_SARAWAK_13	SARAWAK	LAWAS	4.809841	115.431848
20	PBH_SARAWAK_14	SARAWAK	DANAU	4.7107	114.7956
21	PBH_SARAWAK_15	SARAWAK	PANDARUAN	4.7209	115.0125
22	PBH_SARAWAK_16	SARAWAK	DANAU	4.634599	114.905845

NO.	PROBLEMATIC SPOT ID	STATE	UST	LATITUDE	LONGITUDE
23	PBH_SARAWAK_17	SARAWAK	LAMBIR	4.2591	114.0367
24	PBH_SARAWAK_18	SARAWAK	AWIK-KRIAN	1.772616	111.384745
25	PBH_SARAWAK_19	SARAWAK	MELIKIN	1.098583	110.62986
26	PBH_SARAWAK_20	SARAWAK	MENYAN	2.141898	112.013482
27	PBH_SARAWAK_21	SARAWAK	SAWAI	3.4715	113.5703
28	PBH_SARAWAK_22	SARAWAK	SAWAI	3.514924	113.601649
29	PBH_SARAWAK_23	SARAWAK	SAWAI	3.590071	113.660142
30	PBH_SARAWAK_24	SARAWAK	SAWAI	3.633518	113.704623
31	PBH_SARAWAK_25	SARAWAK	NIAH	3.711682	113.758669
32	PBH_SARAWAK_26	SARAWAK	BUKIT KISI	3.831984	113.852331
33	PBH_SARAWAK_27	SARAWAK	NIAH	3.9092	113.9082
34	PBH_SARAWAK_28	SARAWAK	BUKIT KISI	3.987396	113.941952
35	PBH_SARAWAK_29	SARAWAK	SIBUTI	4.0374	113.9439
36	PBH_SARAWAK_30	SARAWAK	SILANTEK	1.078527	111.126622
37	PBH_SARAWAK_31	SARAWAK	SELANJAN	1.0975	111.231
38	PBH_SARAWAK_32	SARAWAK	KEMENA	3.3242	113.3835
39	PBH_SARAWAK_33	SARAWAK	LAWAS	4.857277	115.434821
40	PBH_SARAWAK_34	SARAWAK	MERAPOK	4.933	115.5091
41	PBH_SARAWAK_35	SARAWAK	KEMENA	3.3601	113.4138
42	PBH_SARAWAK_36	SARAWAK	KEMENA	3.3831	113.459
43	PBH_SARAWAK_37	SARAWAK	LAVANG	3.431086	113.546441
44	PBH_SARAWAK_38	SARAWAK	NIAH	3.768936	113.813483
45	PBH_SARAWAK_39	SARAWAK	KEMENA	3.287801	113.340074
46	PBH_SARAWAK_40	SARAWAK	PASAI-SIONG	2.339399	112.078702

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## APPENDIX 2 – REGISTRATION OF INTEREST FORM

*[To be printed on Interested Licensee's Letterhead]*

### REGISTRATION OF INTEREST

Ref No. :  
Date :

To: **MALAYSIAN COMMUNICATIONS AND MULTIMEDIA COMMISSION**  
**MCMC Tower 1, Jalan Impact, Cyber 6**  
**63000 Cyberjaya, Selangor**  
**(Attention: Mobile Network Planning Department, Infrastructure Planning Division)**

Dear Sirs,

**REGISTRATION OF INTEREST TO BE A UNIVERSAL SERVICE PROVIDER FOR THE INSTALLATION AND DEPLOYMENT OF NETWORK FACILITIES AND NETWORK SERVICES FOR THE PROVISIONING OF PUBLIC CELLULAR SERVICES AT THE IDENTIFIED HIGHWAYS AS PART OF THE COVERAGE AND QUALITY IMPROVEMENT PROJECT ALONG HIGHWAYS AND ROADS UNDER *DI MANA ADA JALAN DI SITU ADA INTERNET* INITIATIVE**

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Reference is made to the above and to the "Invitation to Register Interest as a Universal Service Provider – Ref. no. MCMC/IPD/MNPD/JLD5/001\_Highway/Invitation/001/2026 ("Invitation") issued by the Commission.

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"), for the following scope:

- Part 1
- Part 2

for the Universal Service Targets specified below:

- i. Cluster No. xx
- ii. Cluster No. xx
- iii. Cluster No. xx

3. In compliance with the requirements stipulated under the Communications and Multimedia Act 1998 and its subsidiary regulations, we provide below a detailed list of the licence(s) are currently held by our organisation.

- (a) Network Facilities Provider (NFP(I)) : [Specify Licence No.]
- (b) Network Service Provider (NSP(I)) : [Specify Licence No.]
- (c) Applications Service Provider (ASP(C)) : [Specify Licence No.]

4. We are also aware that pursuant to regulation 6(1) of the USP Regulations, we are legally obliged to submit the Draft Universal Service Plan(s) for the Universal Service Target chosen above on or before the time frame specified in the Invitation.

Signed for and on behalf of

[Company Stamp]

.....  
(Name and Designation)

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

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### APPENDIX 3 – LICENSEE’S INFORMATION

The Interested Licensee shall submit the documents as follows:

1. Certified true copy of NFP(I) licence – Part 1
2. Certified true copy of NFP(I), NSP(I) and ASP(C) licences – Part 2
3. Certified true copy of the latest corporate information issued by the Companies Commission of Malaysia namely SSM e-info, which include but not limited to; the information as follows:
  - (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.
4. A certified true copy of a valid CIDB certificate under the name of the Interested Licensee.
5. Identity of collaboration partner and a copy of the evidence document e.g. Memorandum of Understanding (MoU) or correspondence letter(s) to substantiate the partnership arrangement (if applicable).
6. Names of Professional Consultant Services companies registered with the Board of Engineers of Malaysia to be appointed to design and provide endorsement of the drawings for Civil, Structure, Mechanical, and Electrical.
7. Number of employees to undertake this Project.
8. Financial details
  - (a) Assets (RM):
  - (b) Liabilities (RM):
  - (c) Net Worth (Assets – Liabilities) (RM):
9. Certified true copy of bank statements for the past three (3) consecutive months.
10. Certified true copy of audited accounts for the past three (3) consecutive financial years.
11. A brief write-up of the Interested Licensee’s track record in handling previous USP projects (please specify the projects, scope of works, and delivery timelines, if relevant) as shown in the table below:

No.	USP project	Role played	Scope of work	Delivery timeline	Project Cost (RM)
1.					

12. Track record and relevant experience in projects related to the provisioning of public cellular services (to provide evidential substantiation such as Letters of Award) as shown in the table below:

No.	Project name	Role played	Client(s)	Scope of work	Delivery timeline / year	Project value (RM)
1.						

13. Brief information of the project management team shall be specified in a format as shown in the table below:

No.	Name	Position and roles in the team	Experience (no. of years – relevant to this Project)	Certification (relevant to this Project)	Remarks
1.					

- *The position shall include but not limited to Project Manager, Planner, HSE Officer, Technical Director, RF Engineer, Permitting Officer and Site acquisition.*

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## APPENDIX 4 – SCOPE OF DRAFT UNIVERSAL SERVICE PLAN

### Scope of Draft Universal Service Plan for Part 1

Technical proposal for Part 1:

SECTION	DESCRIPTION																								
<b>SECTION A</b>	<b>EXECUTIVE SUMMARY FOR CLUSTER NO. #</b>																								
	Overview of the technical proposal.																								
<b>SECTION B</b>	<b>TECHNICAL PROPOSAL FOR CLUSTER NO. #</b>																								
<b>B1</b>	<p>1. Summary of the technical proposal.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="background-color: #ADD8E6;">No.</th> <th style="background-color: #ADD8E6;">State</th> <th style="background-color: #ADD8E6;">UST</th> <th style="background-color: #ADD8E6;">Highway Name</th> <th style="background-color: #ADD8E6;">Site ID</th> <th style="background-color: #ADD8E6;">Site Name</th> <th style="background-color: #ADD8E6;">Structure type</th> <th style="background-color: #ADD8E6;">Structure height (m)</th> <th style="background-color: #ADD8E6;">Compound size (m) (L x W)</th> <th style="background-color: #ADD8E6;">For problematic spot(s) (Problematic Spot ID)</th> <th style="background-color: #ADD8E6;">Estimated coverage gap length (m)</th> <th style="background-color: #ADD8E6;">Estimated number of population (if any)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p><i>Note: The summary of information in the table must match with the detailed information submitted in the Draft Universal Service Plan as per Appendix 1.</i></p>	No.	State	UST	Highway Name	Site ID	Site Name	Structure type	Structure height (m)	Compound size (m) (L x W)	For problematic spot(s) (Problematic Spot ID)	Estimated coverage gap length (m)	Estimated number of population (if any)												
	No.	State	UST	Highway Name	Site ID	Site Name	Structure type	Structure height (m)	Compound size (m) (L x W)	For problematic spot(s) (Problematic Spot ID)	Estimated coverage gap length (m)	Estimated number of population (if any)													
<p>2. Interested Licensee shall submit;</p> <p>2.1 Work Programme level 3 for each Cluster, detailing the starting date and completion date for each site by using MS Project software.</p> <p>2.2 Health, Safety and Environmental (HSE) Interested Licensee shall submit the (HSE) document comprising the following:</p> <p>a) HSE Policy</p> <ul style="list-style-type: none"> <li>• A formal statement outlining the company’s commitment to health, safety, and environmental protection.</li> <li>• Must align with DOSH regulations, Malaysian environmental laws, and industry best practices.</li> <li>• Should include objectives such as zero accidents,</li> <li>• safe work practices, and environmental sustainability.</li> </ul>																									

b) HSE Plan for the Project.

- Risk assessment and hazard identification.
- PPE requirements and compliance monitoring.
- Incident reporting and corrective actions

c) HSE Organisation Chart

A clear structure showing roles and responsibilities for HSE management within the project.

- Must identify HSE Officer (certified and appointed)
- Reporting lines to project management

d) Quality Management Plan

Interested Licensee shall submit Procedures for ensuring quality across all deliverables. Shall include:

- Inspection and test plans
- Material verification and certification
- Non-conformance reporting and corrective actions
- Document control and audit readiness
- Quality Personnel and organisation chart. Reference to ISO 9001 or equivalent standards is recommended.

e) Risk Management Plan.

Interested Licensee shall submit a Risk Management Plan that demonstrates their ability to identify, assess, and mitigate risks associated with the project. The plan must include a risk register, mitigation strategies, and a monitoring framework.

### 2.3 Technical Proposal and Methodology

Interested Licensee shall submit the Project technical proposal, which comprises the following documents.

a) Project understanding

- Overview of the project objectives, scope, challenges and site conditions.
- Identification of key risks (e.g., remote site access, permitting delays) and mitigation strategies.
- Alignment with JENDELA programme goals and timelines.

b) Foundation and tower erection method statement

Step-by-step process for civil works, foundation construction, tower erection and equipment installation.

	<p>Include:</p> <ul style="list-style-type: none"> <li>• Erection of foundation and towers/poles (Part 1)</li> <li>• Equipment installation plan procedures (Part 2)</li> <li>• Testing and commissioning plan and procedures</li> <li>• Safety measures for lifting and working at heights</li> <li>• Quality control checks during each stage</li> </ul> <p>c) Site acquisition, Permitting and Tenancy Plan Management and execution Plan. Detailed approach for securing site access and legal approvals.</p> <ul style="list-style-type: none"> <li>• Engagement strategy with local authorities and landowners.</li> <li>• Timeline for permit applications and expected lead time.</li> <li>• Risk mitigation for delays (e.g., alternate sites, escalation process).</li> </ul>
<b>B2</b>	Please attach the BOQ for each location. Refer to <b>APPENDIX 7</b> for BOQ template.

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**Financial proposal for Part 1:**

**Note:** All pages of the Financial Proposal of the Draft Universal Service Plan shall be duly initialled and affixed with the company rubber stamp of the Interested **Licensee**.

SECTION	DESCRIPTION
<b>SECTION A</b>	<b>EXECUTIVE SUMMARY FOR CLUSTER NO. #</b>
A	Overview of the financial proposal.
<b>SECTION B</b>	<b>FINANCIAL PROPOSAL FOR CLUSTER NO. #</b>
B1	Summary of the financial proposal:  Please refer to <b>Appendix 5</b> of this Invitation. The financial proposal template to be duly signed and stamped by the Chief Executive Officer (CEO), or a person who holds an equivalent designation in the Interested Licensee.
B2	Please attach the complete BOQ for each location. Refer to <b>APPENDIX 7</b> for BOQ template.
<b>SECTION C</b>	<b>OTHER INFORMATION</b>
	Other information deemed necessary.

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**A. Scope of Draft Universal Service Plan for Part 2**

Technical proposal for Part 2:

SECTION	DESCRIPTION								
<b>SECTION A</b>	<b>EXECUTIVE SUMMARY FOR CLUSTER NO. #</b>								
	Overview of the technical proposal.								
<b>SECTION B</b>	<b>TECHNICAL PROPOSAL FOR CLUSTER NO. #</b>								
B1	Summary of the technical proposal.								
	No.	State	Highway Name	Site ID	Site name	Structure type	Structure height (m)	For problematic spot(s) (Problematic Spot ID)	
	Compound size (m) (L x W)	Estimated Coverage Gap Length (m)		Estimated No. of population (if any)		Type of power supply	Type of backhaul	Proposed site capacity (Mbps)	Proposed frequency band(s) (MHz)
								4G and 5G	4G and 5G
	<i>Note: The summary of information in the table must match the detailed information submitted in the Draft Universal Service Plan. The Interested Licensee(s) shall use 6-Way MOCN as the RAN sharing solution for this Project.</i>								
B2	Please attach the BOQ for each site. Refer to <b>APPENDIX 7</b> for BOQ template.								

SECTION	DESCRIPTION
B3	<ol style="list-style-type: none"> <li>1. Comprehensive details of a 6-way MOCN RAN sharing solution for 4G and 5G services.</li> <li>2. Proposed network block diagram for the 6-way MOCN RAN sharing solution(s). The proposed network dimensioning for all identified locations in <b>Appendix 1</b> of this Invitation shall be according to the latest Mandatory Standards for Quality of Service issued by the Commission.</li> <li>3. Network topology for interoperability and interconnection for the overall network: <ul style="list-style-type: none"> <li>• Site ID;</li> <li>• Location of Point of Interconnect;</li> <li>• Location of NOC; and</li> <li>• Others (please specify clearly).</li> </ul> </li> <li>4. 2 years OPEX implementation plan <ul style="list-style-type: none"> <li>• Operations &amp; Maintenance Plan — preventive and corrective maintenance activities and service model.</li> <li>• Resource &amp; Workforce Plan — required manpower, roles, and deployment arrangement over 2 years.</li> <li>• Risk &amp; Mitigation Summary — key operational risks and how they will be managed during the 2 years.</li> </ul> </li> </ol>

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**Financial proposal for Part 2:**

**Note:** All pages of the Financial Proposal of the Draft Universal Service Plan shall be duly initialed and affixed with the company rubber stamp of the Interested Licensee.

SECTION	DESCRIPTION
<b>SECTION A</b>	<b>EXECUTIVE SUMMARY FOR CLUSTER NO. #</b>
A	Overview of the financial proposal.
<b>SECTION B</b>	<b>FINANCIAL PROPOSAL FOR CLUSTER NO. #</b>
B1	Summary of the financial proposal: Please refer to <b>Appendix 5</b> of this Invitation. The financial proposal template to be duly signed and stamped by the Chief Executive Officer (CEO), or a person who holds an equivalent designation in the Interested Licensee.
B2	Please attach the completed BOQ for each location – Refer to <b>APPENDIX 7.</b>
<b>SECTION C</b>	<b>OTHER INFORMATION</b>
	Other information deemed necessary.

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**APPENDIX 5 – TEMPLATE FOR FINANCIAL PROPOSAL**

**A. For Part 1:**

Capital Expenditure (CAPEX)

No.	Site ID	Site name	(A) Preliminaries and General Requirements (RM)	(B) Site Planning & Design (RM)	(C) Site Acquisition & Permitting (RM)	(D), (E) Site Preparation, Earthworks (RM)	(F) Tower Foundation (RM)	(G) Equipment Foundation (RM)	(H) Tower Supply and Installation (RM)	(I) Earthing & Lightning Protection System (RM)	(J) Site earthworks and platforms (RM)	(K), (L), (M), (N), (O) Anti-climb Fencing, Drainage, Access, Ducting, Fire Fighting (RM)	(P) Project Management (RM)	(Q) Documentation (RM)	Additional Work (RM)	Total (RM)

Note:

- The amount shall be carried forward from the completed priced BOQ provided in **Appendix 7**
- All prices shall be inclusive of any applicable tax imposed by the Government.
- All sites must have a project signage erected.
- The signage should specify the details of the service provider, a hotline number and the expected timeline for Project delivery.

Signed for and on behalf of

Company Stamp

.....

.....

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

All signatures, initials, and other handwritten marks on the original hard copy of the proposals must be made in blue ink.

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**B. For Part 2:**

Capital Expenditure (CAPEX)

No.	Site ID & site name	(A) Preliminaries and General Requirements (RM)	(B) Site Planning & Design (RM)	(C) Equipment and Systems (RM)	(D) Backhaul Transmission Systems (RM)	(E) Minor CME (RM)	(F) Commercial Power Supply and AC/DC Power Equipment (RM)	(G) Solar Power System (RM)	(H) Genset Power System (RM)	(I) Site Related Systems (RM)	(J) Network Integration & Performance Elements (RM)	Security Alignment	(K) Project Management Services (RM)	(L) Documentation (RM)	(M) Additional Works (RM)	Total (RM)

Note:

- The amount shall be carried forward from the completed priced BOQ provided in **Appendix 7**
- All prices shall be inclusive of any applicable tax imposed by the Government.
- All sites must have a Project signage erected.
- The signage should specify the details of the service provider, a hotline number and the expected timeline for Project delivery.
- The cost for the signage at each site shall be borne by Part 2 DUSP (not claimable from the USP Fund).

Signed for and on behalf of

Company Stamp

.....

.....

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

All signatures, initials, and other handwritten marks on the original hard copy of the proposals must be made in blue ink.

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**Operational Expenditure (OPEX)**

No.	Site ID and site name	(A) Rentals and Permits (RM)	(B) Tower and Physical Site Maintenance & Management (RM)	(C) Active Equipment Maintenance (RM)	(D) Utility Charges (RM)	(E) Network Monitoring and Performance Management (RM)	(F) Project Management (RM)	(G) Documentation (RM)	((H) Other Relevant Works and Charges (RM)	TOTAL OPEX (RM)

Note:

- The amount shall be carried forward from the completed priced BOQ provided in **Appendix 7**
- All prices shall be inclusive of any applicable tax imposed by the Government.
- All sites must have a Project signage erected.
- The signage should specify the details of the service provider, a hotline number, and the expected timeline for Project delivery.
- The cost for the signage at each site shall be borne by the Part 2 Designated Universal Service Provider (not claimable from the USP Fund).

Signed for and on behalf of

Company Stamp

.....

.....

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

All signatures, initials, and other handwritten marks on the original hard copy of the proposals must be made in blue ink.

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## APPENDIX 6 – SCHEDULE OF CLAIMS

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:

### A. Claim schedule for Part 1

Milestone No.	Claim (%)	Description	Conditions
<b>Capital Expenditure (“CAPEX”)</b>			
1.	15	Advance Payment Claim	Submission of written claim(s) shall be in the form and format specified by the Commission and shall be made upon: <ol style="list-style-type: none"> <li>a) Receipt of DUSP’s acceptance of the Notification of Approval; and</li> <li>b) Acceptance of the Performance Bond by the Commission.</li> </ol>
2.	35	1 <sup>st</sup> Progress Payment Claim	Submission of written claim(s) shall be upon: <ol style="list-style-type: none"> <li>a) Commencement of the second segment of tower erection work;</li> <li>b) The acceptance of all relevant approvals by the Relevant Authorities in respect of each location by the Commission; and</li> <li>c) Submission of the Declaration of the completion of work for <b>Milestone No. 2</b> at the relevant location.</li> </ol>
3.	40	2 <sup>nd</sup> Progress Payment Claim	Submission of written claim(s) shall be upon: <ol style="list-style-type: none"> <li>a) Completion of structure erection work;</li> <li>b) Submission of an official written notification from the Part 1 DUSP to the Part 2 DUSP and copy to the Commission for the handover of tower(s) and its ancillaries for each site location; and</li> <li>c) Submission of the Declaration of the completion of work for <b>Milestone No. 3</b> at the relevant location.</li> </ol>

4.	10	Final Payment Claim	<p>Submission of written claim(s) shall be upon:</p> <p>a) Twelve (12) months from the submission of the Declaration of completion of work for Milestone No. 3 above; and</p> <p>b) The submission of the final payment claim(s) shall also be accompanied by a declaration of an external licensed auditor appointed by the Part 1 DUSP to certify that the Work has been delivered and that all claims made have been verified to be accurate and true.</p>
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**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.

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### C. Claim schedule for Part 2

Milestone No.	Claim (%)	Description	Conditions
<b>Capital Expenditure ("CAPEX")</b>			
1.	15	Advance Payment Claim	Submission of written claim(s) shall be in the form and format specified by the Commission and shall be made upon: a) Receipt of DUSP's acceptance of the Notification of Approval; and b) Acceptance of the Performance Bond by the Commission.
2.	75	Progress Payment Claim	Submission of written claim(s) shall be in the form and format specified by the Commission and shall be made upon 4G and 5G services at UST(s) being confirmed On Air and available for use by the end users, which shall be signified through the submission of the Declaration of the completion of work for <b>Milestone No. 2</b> at the relevant location.  Submission of the proof of the relevant testing conducted for each problematic spot, demonstrating that the proposed site now fully covers the identified areas and provides seamless connectivity with the neighbouring sites.
3.	10	Final Payment Claim	Submission of written claim(s) shall be in the form and format specified by the Commission and shall be made 12 months <b>AFTER</b> the submission of the Declaration of the site being On Air and available for use by the end user, is received by the Commission.  The submission of the final payment claim(s) shall also be accompanied by a Declaration of an external licensed auditor appointed by the Part 2 DUSP to certify that the Work has been delivered and that all claims made have been verified to be accurate and true.
<b>Total</b>	<b>100</b>		

Milestone No.	Claim (%)	Description	Conditions
<b>Operational Expenditure (“OPEX”)</b>			
4.	100	Quarterly Payment Claim [throughout the period of two (2) years Operational Period]	Submission of the quarterly claim(s) shall be in the form and format specified by the Commission and accompanied by a Declaration made by Part 2 DUSP.

**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.

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## **APPENDIX 7 – BILL OF QUANTITIES**

The Commission shall provide the relevant information via separate links to Interested Licensees that have duly submitted their Registration of Interest (ROI) form, subject to verification and acceptance by the Commission.

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## APPENDIX 8 – PROBLEMATIC SPOT

Location identified by the Commission where the Designated Universal Service Provider (DUSP) is required to identify a suitable site location for the installation, deployment, and commissioning of the infrastructure and services in accordance with the Approved Universal Service Plan.

### Example of Problematic Spot:

#### Example 1 – one (1) problematic spot

*The interested licensee (s) may propose one or multiple structures or towers to ensure that all the problematic spots are covered.*



#### Example 2 – three (3) problematic spots

*The interested licensee (s) may propose one or multiple structures or towers to ensure that all the problematic spots are covered.*

