TENDER FOR THE SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE SUPPORT SERVICES FOR STARLINK SATELLITE BROADBAND SERVICES WITH EXTENDED WI-FI COVERAGE FOR PROOF-OF-CONCEPT ("POC")

Tender No: MCMC/TSD/TDD(01)/STARLINK/TC/11/2023(07)

Questions & Answers

No.	Question	Answer			
TECH	TECHNICAL				
1.	The information need to be in the "Letter of Undertaking" or is there any sample format required by MCMC standard?	The Tenderer may refer to Clause 2.5 under the Tender Document for the information needed in the LoU.			
		For example, the tenderer can write as follows:			
		"I, the undersigned, (name of the			
		Company Director) hereby undertake that I shall procure the bandwidth service directly from Starlink Internet Services Malaysia ("SISM"), the locally licensed individual Network Service Provider under the Communications and Multimedia Act 1998 to carry out the supply, installation, testing, commissioning, operation and maintenance support services for Starlink Satellite Broadband Services with Extended Wi-Fi coverage for Proof-Of-Concept (" POC ")."			
2.	1.Item No. VI : Copy of Letter of Undertaking on the requirement to procure the bandwidth services directly from SISM, the locally licensed individual Network Services Provider.	The Letter of Undertaking is issued by the Tenderer and not SISM or Space X. MCMC would like to have the tenderer commitment through LoU to procure the bandwidth services directly from SISM, the locally licensed individual Network Services Provider.			
	Who will issue this letter of undertaking from Tenderer or Starlink?				

No.	Question	Answer
3.	Item 3.3: "A valid copy of Letter of Undertaking on the requirement to procure the bandwidth service directly from SISM, the locally licensed individual Network Service Provider;" As an authorized reseller of Space X, our company has the capability to secure this document through Space X HQ. However, given the pressing time constraints we are under, a direct line of communication with SISM would be more efficient and beneficial. Unfortunately, our efforts to reach out to SISM, including a visit to their office at Menara Axiata Arena, have been futile as the premises were found to be vacant. The acquisition of this letter is a critical step in fulfilling the requirements for item 3.3. Therefore, we kindly request any support, guidance, or referral from MCMC that would enable us to establish a direct contact with SISM. Your assistance in this matter is of great importance to us and would substantially aid in expediting our process and ensuring adherence to the necessary protocols. We appreciate your consideration of our request and eagerly await any advice or support you can extend to us in this regard.	The Letter of Undertaking is issued by the Tenderer and not SISM or Space X. MCMC would like to have the tenderer commitment through LoU to procure the bandwidth services directly from SISM, the locally licensed individual Network Services Provider.
4.	Request for the latitude / longitude ("Lat/Long") for the sites listed out in Appendix I Part 1 (similar as provided for in Part 2)	MCMC does not have the Latitude and Longitude for the proposed sites listed in Part 1.
5.	We had done our desktop site survey using Google Earth, and we found	a) areas with no coverage or poor communication coverage;

No.	Question	Answer
		 d) places where the local population is concentrated, such as public halls, mosques, remote schools and health centres, in the areas.
6.	 Clause 40.5 a. MCMC has made an initial purchase of ten (10) units of High Performance ("HP") Starlink kit and two (2) units of extended Wi-Fi coverage at selected locations under Batch 1. b. However, there are only 8 sites mentioned under Part 2 – are there more than 1 Starlink installed at some locations? c. Which locations have the 2 units of extended WiFi coverage? d. At the locations which already have the 2 units of extended WiFi coverage, are we still required to add on 3 APs or just provide site management services? 	MCMC has procured two (2) extended Wi-Fi coverage units for trial at two (2) sites in Batch 1. Following the trial's outcomes, the extension of Wi-Fi coverage is being implemented in additional locations through this tender. Consequently, for Part 2, each of the eight (8) sites will have one (1) Starlink kit per site.
7.	 Clause 42.1.1 (a) a. Size of some locations may require more than 1 Starlink + 3 APs due to the large geographic coverage. – For example, Perumahan Ladang Sedenak. Do we still only propose a single setup? b. Lease of thirty (30) units of Starlink High Performance ("HP") Kit – Can we provide Flat High Performance instead? 	 b. MCMC take note that Flat High Performance is the latest High- Performance model from Starlink. In this regard, the Elat High
8.	available during the period of POC (20 months).	All data (Part 1 and Part 2) shall be kept throughout the POC period which the maximum duration is expected to be 20 months. We take note part 2 will be a lot less as the end date is fixed to 28 August 2024. However, there may be a need for MCMC to go through the data during the POC period, especially during the final reporting, even though Part 2 has ended a lot earlier. Therefore, the data shall be kept throughout the POC period.
9.	 Clause 42.5.1 (f) a. It is stated that network availability must be at least 98% of the time throughout the Operational Period, excluding any scheduled downtime. However, tender specifies Starlink only and Starlink provides all services on best effort basis (for equipment and service). b. Is the bidder required to provide an alternative back up link or would the availability exclude the Starlink provided components e.g. 24 x 7 NOC support 	due to Starlink unavailability may be excluded from the network availability.b. No alternative needed. The POC is to test Starlink connectivity. Any downtime due to Starlink unavailability will be included in the POC

No.	Question	Answer		
10.	Clause 42.6 a. Are all the existing 8 installed sites included with the Starlink Ethernet cable at site?	All items and accessories that come together with the Starlink High Performance Kit is available at the sites.		
11.	 Appendix I a. Certain locations are not able to be located on google map. Can MCMC please provide an estimated Lat/Long that would assist the bidder to narrow down the location and also avoid disputes with local community for coverage of their homes/areas. b. Based on Clause 40.7.1, areas selected should have no coverage or poor communication coverage. However, some of these locations are already being served by existing BWA and/or CONNECTme NOW service. Propose to relocate these sites to other locations that do not have alternative coverage to maximize the reach. c. Details are included in the attachment for reference. 	sites listed in Part 1.b. The proposed sites are fixed as of now. It may subject to potential changes in the future. Nevertheless, any new sites selected will closely		
12.	Clause 30.2 Does the 12 months duration of lease and subscription only commence upon Milestone 3 and 4?	The 12 months duration of lease and subscription will commence upon completion of installation for each site.		
13.	Clause 42.3.1 (c) Availability of power to be only known during actual site survey conducted at site and subject to agreement signed with the owner. If there is unavailability of power supply from the site owner, is the bidder required to propose Solar Power supply instead as an option or MCMC will relocate site?	The source of power will be provided by the user/ community as one of the terms and conditions for the POC. If there is no suitable power to be used at the sites, MCMC may relocate the sites. Any relocation will closely align with the original locations and requirements. Approval for the relocation sites must be mutually agreed upon by both the MCMC and the Successful Tenderer.		
14.	Clause 42.4.1(g) To clarify whether decommissioning is to be done within (a) 4 months from expiration of official lease period or (b) upon notification from MCMC.	The decommissioning is to be done within (a) 4 months from expiration of official lease period. However, the Successful Tenderer is required to obtain MCMC agreement before start decommissioning.		
GEN	GENERAL			
1.	One of the requirements is to provide last 3 years audited accounts. Unfortunately, our company has been incorporated in 2021 so we have only audited accounts 2021 and 2022.	To provide the available audited account.		

No.	Question	Answer
2.	Would like to clarify on the "Certified copy for the CCM certificate" . Does this certificate require to be signed by the issuer of the certificate or by my company's secretary?	To be signed by company's secretary
3.	 Referring to Financial Submission (Item No. v & vi) Page 7, we want clarification on this 2 Item. 1. Item No. v: Copy of authorization letter issued by Starlink Internet Services Malaysia Sdn Bhd ("SISM") or SpaceX as an authorized reseller for Starlink Satellite Broadband Services; 2. Item No. vi: Copy of Letter of Undertaking on the requirement to procure the bandwidth services directly from SISM, the locally licensed individual Network Services Provider 	The Tenderer may include company name in the documents in financial submission only.
	Do we allowed to put Company Name in this 2 item for the tender purpose?	
4.	What would be the remedy for bidder if MCMC breaches the contract terms.	The Terms and Condition for the Agreement will be finalised between MCMC and Successful Tenderer.
5.	I have a question regarding to one of the clause under the right to suspend during term see clause 37. If this situation happen, we would like to know if the decommission charge will be applicable to dismantle all equipment from the sites according to the price we tender	Please refer to clause 37.4 of the Tender Document.
6.	Clause 38.8 MCMC to clarify the consequences of termination.	The termination clause shall be read as a whole as stated in the Tender Document. The Terms and Condition for the Agreement will be finalised between MCMC and Successful Tenderer.
7.	Clause 47. 1 Would deployment delays caused by FM events be considered excusable? Some of these locations are fairly remote and year end monsoon weather conditions may affect accessibility to the locations.	The force majeure clause is provided in the agreement between MCMC and Successful Tenderer. The Terms and Condition for the Agreement will be finalised between MCMC and Successful Tenderer.