



Independent Public Business
Corporation of Papua New Guinea

and

Papua New Guinea Power Limited

Request For Quote Update #1*

Construction of Optic Fibre Cable

LNG Plant (Caution Bay) to Port Moresby

in relation to the:

National Transmission Network

Closing Time: 4pm Local Time in Papua New Guinea

Closing Date: **Tuesday 18 December 2012**

* Amendments highlighted in yellow

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1. Overview

1.1 Background

The Independent Public Business Corporation (IPBC) has been developing and progressing the previous government's decision that IPBC invest in the PNG LNG fibre cable and related works as part of an overall strategy for the development of broadband network infrastructure in PNG. That strategy was refined by NEC on 7 July 2011, which included the development, management and operation of an optic fibre network linking key towns in PNG – the National Transmission Network (NTN).

1.2 Objectives

The NTN's objective is to provide high capacity international and national capacity at competitive prices to key strategic locations in PNG to stimulate and support retail service providers for

- a) Growth in use of mobile broadband (most mobile use currently is voice and SMS/MMS)
- b) Growth in use of fixed broadband (very low uptake in PNG)

The primary role of the NTN is to provide broadband wholesale only telecommunications services to retail carriers and service providers in PNG (i.e. current and future network licence holders).

The NEC's decision of 7 July 2011 also incorporated, as the first step in building the NTN, the decision to include the interest in the PNG LNG Fibre Cable held by IPBC as a key component of that network. A long term lease of large capacity in the Lae – Madang OPGW optic fibre cable owned by PNG Power Ltd (PPL) is also planned, to provide another critical link for the NBN.

Completion of the NTN will require construction of other major optic fibre telecommunications routes to connect those initial NTN links. This RFQ is seeking proposals to complete one of the required routes.

1.3 Overview of the Solutions Sought

The IPBC is issuing this RFQ on behalf of the Government of Papua New Guinea (the Government) to identify and select a Respondent, or Respondents, to build backbone transmission links for at least the Routes specified in section 1.4 below in accordance with the terms of this RFQ.

- a) The RFQ describes particular Routes for the required backbone transmission infrastructure. Respondents may offer alternative route details for their proposed Solutions, taking into account the objectives in section 1.2 and the evaluation criteria.
- b) It is anticipated that a minimum of 24 optical fibres will be required to meet the needs of the relevant Route(s) into the future, although Schedule 2, Section 3 may specify different minimum fibre counts on specific Routes. Respondents may offer higher fibre counts than the minimum specified on a route by route basis.

The technology and installation practices to be utilised shall meet recognised national or international standards (e.g. ITU-T G.652 or similar in the case of the optic fibre technology), but is not otherwise prescribed.

Respondents shall specify all relevant applicable standards applicable to their Solutions.

It is the IPBC's intention that construction of new infrastructure commence in December 2012.

1.4 Routes

Respondents shall quote for a Solution for all of the following Routes:

- a) From the LNG Plant at Caution Bay to the PPL substation at Kanudi; and
- b) From the PPL substation at Konedobu to the new Nasfund HQ Building at Harbour City then to LNG office at Konedobu

plus any optional additional works identified in Schedule 2, Section 3.

Detailed requirements (including end point locations, diverse paths and electrical power distribution and transmission facilities) are further specified in Schedule 2, Section 3.

1.5 Evaluation Criteria and Overview of Evaluation Process

IPBC has established an NTN Steering Committee, which among other things is responsible for the conduct of this RFQ, including the evaluation process and the conduct of negotiations with any successful Respondent(s). The Steering Committee may use independent advisers to provide advice on probity, legal, financial and technical matters.

Responses shall be submitted for all of the Routes. Solutions will be evaluated on the basis of the best value for money consistent with Government procurement policies, utilising the following evaluation criteria **derived from Schedule 2 – Schedule of Required Information:**

1. The technical solutions offered for each of the specified routes;
2. The timeliness of the roll-out of the proposed Solutions and the commencement of the delivery of proposed services. Evaluation will include consideration of the proposed:
 - a) commencement date of construction;
 - b) completion date of construction; and
 - c) project plan, including whether it is achievable and robust (i.e. through committed and available resources);
3. Capacity of the Respondent to deliver the proposed Solutions, including consideration of:
 - a) financial viability of the Respondent; and
 - b) managerial and technical capacity of the Respondent to deliver the proposed Solutions, including regard to the Respondent's past performance on comparable projects;
4. The itemised and total cost for each of the specified routes; and
5. Legal and commercial risks associated with the proposed Solutions.

The criteria are not listed in any order of importance.

Value for money in the context of this RFQ is a comprehensive and qualitative assessment that takes into account the costs, benefits and risks of a Response, individually and relative to other Responses, balances these factors and recognises trade-offs between them in achieving the Government's overall objectives,

The Steering Committee will evaluate each Response against the criteria, undertake a comparative evaluation of all Responses for each Route and make a recommendation as to which Response offers the best overall value for money to the Government, which may include recommendations to shortlist one or more Respondents, recommendations to invite one or more shortlisted Respondents to participate in a Solution definition process and/or recommendations as to a preferred Respondent or Respondents.

Information in respect of the evaluation process is set out in Section 2.5.

1.6 Structure of the RFQ

This RFQ comprises:

Section 1 - Overview

Section 2 - Conditions of Quote

Schedule 1 - Declaration by the Respondent

Schedule 2 - Required Information

1.7 Interpretation

In this RFQ, unless the contrary intention appears:

- a) words importing a gender include any other gender;
- b) words in the singular number include the plural and words in the plural number include the singular;
- c) section headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- d) words importing persons include a partnership and a body whether corporate or otherwise;
- e) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Government as amended or replaced from time to time; and
- f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

2. Conditions of Quote

2.1 General

a. Acceptance of RFQ Conditions

By submitting a Response, each Respondent unconditionally and irrevocably accepts these conditions of the RFQ and processes referred to in the RFQ.

b. Applicable Law

This RFQ is governed by, and is to be construed according to, the law applying in Papua New Guinea. By submitting a Response, each Respondent submits to the

exclusive jurisdiction of the courts of Papua New Guinea in respect of any proceedings in connection with this RFQ.

c. Interpretation of RFQ

By submitting a Response, each Respondent acknowledges and accepts that:

- i. this RFQ is an invitation to treat;
- ii. this RFQ must not be construed, interpreted, or relied upon (whether expressly or impliedly) as:
 - A. an offer capable of acceptance by any person; or
 - B. creating any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds;
- iii. no binding contract or other legal or equitable relationship will exist between the Government and a Respondent unless and until a contract is signed by the Government and a successful Respondent; and
- iv. neither the Government nor the Respondent intends to create any contract or other relationship under which the Government is obliged to conduct the RFQ process in any manner or at all; and
- v. there is in fact no contract or other relationship in existence between the Government and any Respondent.

d. Inconsistency

If there is any inconsistency between any parts of this RFQ, a descending order of precedence must be accorded so that the provision in the earlier part of the RFQ will prevail to the extent of the inconsistency.

e. Errors in the RFQ

If a Respondent identifies an error, ambiguity, inconsistency or omission (Error) in the RFQ or any other information made available by the Government, the Respondent must promptly notify the Government in writing of the Error. The Government will endeavour, but is under no obligation, to correct Errors notified to it by a Respondent by providing notice in writing to each Respondent that is, in the Government's opinion, affected by the Error.

f. Amendment

The Government may, at any time, in its absolute discretion, add to, amend or otherwise alter all or any aspect of this RFQ and all or any information made available in connection with this RFQ by giving Respondents timely written notice of the amendment.

If the Government adds to, amends or otherwise alters this RFQ after the Closing Time, it may, in its absolute discretion, seek amended Responses from Respondents that it considers are affected by that variation, modification or amendment. By submitting a Response, each Respondent:

- i. acknowledges that it has no claims; and
- ii. releases the Government from all claims,

arising out of or in connection with the Government's exercise of, or failure to exercise, its rights under this section 2.1(f).

g. Termination

Without limiting its rights at law or otherwise, the Government may, in its discretion, by notice in writing, suspend, defer or terminate all or any part of this RFQ process at any time.

h. Other Government Rights

Without limiting the Government rights at law or otherwise, the Government may, in its absolute discretion, at any time:

- i. permit any person or entity to participate as a Respondent in the RFQ process prior to the Closing Time;
- ii. accept a Response without prior notice to any other Respondent;
- iii. require additional information from any Respondent;
- iv. alter the structure or timing of the RFQ process;
- v. exclude from further consideration at any time, any Response that is inconsistent with the objectives or clearly uncompetitive with other Responses;
- vi. conduct discussions and other activities with any Respondent or Respondents (whether those discussions or activities are expressly provided for in this RFQ or otherwise) on such terms and conditions as the Government, in its absolute discretion, thinks fit;
- vii. shortlist any one or more Respondents;
- viii. prioritise activities (including negotiations or offer definition activities with a shortlisted Respondent) in respect of one or more Responses for any Route(s);
- ix. alter or defer any activity in the RFQ process;
- x. negotiate with one or more Respondents;
- xi. subject to providing reasonable prior notice, request, attend and conduct inspections of Respondent or other premises, facilities, plant and equipment relevant to any Solution including without limitation to verify or clarify attributes of a Response;
- xii. immediately reject any Response lodged by a Respondent that, in the Government's opinion, has engaged in any collusive activity, anti-competitive conduct, or any other similar conduct in relation to the preparation or lodgement of a Response in response to this or any other Government RFQ process;
- xiii. terminate further participation in the RFQ by any Respondent that fails to notify the Government of, or is unable or unwilling to resolve or deal with, a conflict in accordance with section 2.1(j); or
- xiv. conduct a subsequent procurement process and utilise information obtained in this RFQ process, in accordance with this RFQ, for that purpose.

i. Times and dates

Any times, timeframes or dates specified in this RFQ are for the convenience of the Government and are indicative only.

j. Release

By submitting a Response, each Respondent irrevocably releases the Government from all claims it might otherwise have been able to make or bring against the Government, arising out of or in connection with the Government's conduct of, or failure to conduct, the RFQ process in any manner or at all.

k. Government accountability

By submitting a Response, each Respondent acknowledges and agrees that:

- i. as a Government agency, the IPBC and this Steering Committee is subject to the Government's financial accountability and management framework which includes requirements to disclose information contained in, or relating to this RFQ and any resultant contract, to Ministers and other Government representatives, Parliament and its Committees; and
- ii. information contained in, or relating to this RFQ and any resultant contract may be disclosed to Ministers, other Government representatives, Parliament, Parliamentary Committees and otherwise where required due to Governmental accountability requirements.

2.2 Quote Preparation

a. Respondents to Inform Themselves

The Government makes no representations or warranties that the information in or relating to this RFQ or any information communicated or provided to Respondents during the RFQ process is, or will be, accurate, current or complete. By submitting a Response, each Respondent represents and warrants to the Government that it has:

- i. examined this RFQ, any documents referenced in or attached to this RFQ and any other information made available by the Government to Respondents under or in connection with the RFQ process;
- ii. obtained and examined all further information which is obtainable by making reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Responses;
- iii. satisfied itself as to the accuracy and completeness of the information upon which its Response is based, including Quoted pricing and costing or other financial information;
- iv. not relied on the accuracy, currency or completeness of any information in or relating to the RFQ, the RFQ process in preparing its Response;
- v. not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending the RFQ other than as expressly stated by the Government in writing; and
- vi. relied entirely upon its own inquiries and inspection in respect of the subject of its Response.

b. Language

Each Response, including all attachments and supporting documentation, must be written in English. All measurements must be expressed in PNG legal units of measurement unless otherwise specified.

c. Response Preparation

Respondents must provide the information requested in Schedule 2 of this RFQ in the format requested in that Schedule.

d. Responsibility for Quoting Costs

By submitting a Response, each Respondent:

- i. acknowledges and accepts that it assumes all risks, costs and expenses arising out of or in connection with the Respondent's participation in the RFQ process and all other matters concerning the RFQ;
- ii. releases the Government from all claims for:
 - A. costs or expenses incurred by any Respondent in preparation or lodgement of a Response or taking part in the RFQ process;
 - B. costs or expenses on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary grounds as a consequence of any matter relating or incidental to the Respondent's participation in the RFQ process, or the Government's exercise of any rights afforded to it under these conditions of Quote or otherwise at law or in equity.

e. Contact with the Government Prior to and After Lodgement of a Response

Respondents must direct any communications regarding this RFQ, including requests for clarification, in writing to the Contact Officer specified in section 2.2(h). By submitting a Response, each Respondent acknowledges and accepts that any requests for clarification submitted by it (and the Government's answers) may be circulated, on a non-attributed basis, to all other Respondents.

f. Alterations, Erasures and Illegibility

Any alterations or erasures made to a Response by a Respondent must be initialled by that Respondent. Responses containing alterations or erasures that are not initialled, or any information that is, in the Government's opinion, not stated clearly and legibly, may, in the Government's absolute discretion, be excluded from consideration.

g. Unintentional Errors of Form

If the Government considers that there are unintentional errors of form in a Response, the Government may, in its absolute discretion, request the Respondent to correct or clarify the error.

h. Contact Officer

The Contact Officer for this RFQ is:

Mr Paul Komboi

Tel.: +675 (321) 2977

Email: pkomboi@ipbc.com.pg

2.3 Lodgement

a. Lodgement and Closing Time

- i. Responses must be lodged on or before 4pm EST on Friday 7 December 2012 (Closing Time).
- ii. Responses received after the Closing Time will be excluded from further consideration unless the lateness was caused solely by mishandling by the IPBC or the Steering Committee.
- iii. Tenders should be lodged by:
 - Delivery to IPBC's Tender Box on
Level 11, Pacific Place,
Cnr. Musgrave St. & Champion Pde
NCD
Papua New Guinea; or
 - Mail to
P. O. Box 320, Port Moresby, 121
NCD
Papua New Guinea; or
 - Email to (pkomboi@ipbc.com.pg)

b. Period

By submitting a Response, each Respondent acknowledges and accepts that its Response will remain open for acceptance for a period of not less than 12 months after the Closing Time.

c. Copies

The Respondent shall lodge either:

- i. two electronically stored copies of the Response (including any supporting documentation) machine readable in a Microsoft compatible format on a CD-ROM or DVD-ROM (PC-formatted). Geo-spatial information such as maps should be provided in MapInfo vector TAB file spatial format, in GDA94 projection. Respondents must include an index of all electronic documents on the CD-ROM or DVD-ROM. In addition, the Steering Committee should also receive a separate PDF version of printable material.; or

- i. An electronic copy of the Response (including any supporting documentation) also in machine readable in both Microsoft compatible and PDF formats by email to (pkomboi@ipbc.com.pg). Geo-spatial information such as maps should be provided in MapInfo vector TAB file spatial format, in GDA94 projection. Respondents must include an index of all electronic documents as a separate electronic document, in Microsoft compatible and PDF format.

In submitting their electronic copies, Respondents warrant that they have taken reasonable steps (such as performing scans with appropriate versions of software) to ensure that tender files are free of viruses, worms or other disabling features which may affect Government systems.

2.4 Responses

a. Confidentiality

- i. Subject to this section, the Government will treat as confidential any Confidential Information provided by Respondents in connection with this RFQ. Respondents should clearly identify in their Response any Confidential Information they consider should be protected.
- ii. The Government will not be taken to have breached any obligation to keep confidential any Confidential Information provided by Respondents to the extent that the information:
 - A. is disclosed by the Government to its officers, employees, advisers, agents or contractors in order to conduct the RFQ process (including management or auditing of the process) or to prepare and manage any resultant contract;
 - B. is disclosed by the Government to the responsible Ministers or Cabinet;
 - C. is disclosed by the Government in response to a request by a House or a Committee of the Parliament of Papua New Guinea;
 - D. is shared by the Government within the Government's organisation, or with another Government Department, authority or agency, where this serves the Government's legitimate interests in relation to the RFQ;
 - E. is authorised or required by law to be disclosed; or
 - F. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.
- iii. The Government will only keep Confidential Information contained in, or obtained or generated in performing, any contract entered into with a successful Respondent confidential in accordance with the terms of the contract.
- iv. Respondents should indicate in their response to Schedule 2 any request for Confidential Information that will form part of any resultant contract to be treated as confidential following the award of a contract to it.

b. Ownership and Use of Responses

By submitting a Response, each Respondent acknowledges and accepts that:

- i. all documents submitted in response to this RFQ become the property of the Government; and

- ii. the Government may use, retain, disclose and copy the information contained in those documents for the purposes of;
 - A. evaluation, selection, negotiation and preparation of any contract with respect to this RFQ;
 - B. enabling a third party to assist the Government in the conduct of the RFQ process, including Response evaluation, selection, negotiation and preparation of any contract;
 - C. verifying the currency, consistency and adequacy of information provided in a Response or under any other RFQ process conducted by the Government;
 - D. any disclosure to any Government officer, employee, adviser, agent, contractor, IPBC, Steering Committee, authority or agency or Minister by virtue of or in connection with any of the above; and
 - E. any disclosure that is permitted or required by law, or is otherwise required for any parliamentary or governmental reporting purposes.

c. Intellectual Property

Nothing in this section 2.4(c) affects the ownership of Intellectual Property comprised in documents submitted in response to this RFQ. By submitting a Response, each Respondent warrants and represents to the Government that it and each third party having rights to Intellectual Property in the documents submitted in response to this RFQ have granted a licence permitting the Government and any person on behalf of the Government to carry out the activities referred to in section 2.4(b)(ii).

d. Collusion

Respondents and their officers, employees, agents and advisers must not engage in any collusive activity, anti-competitive conduct, or any other similar conduct in relation to:

- i. the preparation or lodgement of Responses; or
- ii. any activity conducted pursuant to, or in connection with the conditions of the RFQ,

in respect of this, or any other, Government RFQ process.

Collusive activity, anti-competitive conduct, or any other similar conduct may include (without limitation) the disclosure, exchange and clarification of information (in any form) whether or not such information is Confidential Information or commercial-in-confidence to the Government or any other Respondent or any other person or entity.

e. Improper Assistance

Responses that, in the opinion of the Government, have been compiled:

- i. with the improper assistance of employees of, or contractors to, the Government or former employees of, or former contractors to, the Government;
- ii. with the utilisation of information unlawfully obtained from the Government;
- iii. in breach of an obligation of confidentiality to the Government; or
- iv. contrary to the conditions of Response in this RFQ,

may, in the Government's absolute discretion, be excluded from further consideration.

f. Improper Inducement

Respondents and their officers, employees, agents and advisers must, at all times during the RFQ process, comply with all applicable laws or Government policies regarding the offering of unlawful inducements in connection with the preparation and submission of their Response.

g. Conflict of Interest

By submitting a Response, each Respondent represents and warrants to the Government that it will:

- i. not place itself, and it will ensure that its officers, employees, agents and advisers do not place themselves, in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Government and the Respondent's interests during the RFQ process;
- ii. notify the Government immediately in writing if a conflict of interest arises, or appears likely to arise, during the RFQ process; and
- iii. take such steps as the Government may require to resolve or otherwise deal with any conflict of interest identified by the Respondent or the Government.

h. Assumptions and Supporting Information

Responses should be accurate and based, to the extent possible, on factual information. Any assumptions which are made in a Response should be identified and justified by providing:

- i. the underlying reasons for making the assumption or estimate;
- ii. where possible, specific supporting information to justify the assumptions as being fair and accurate; and
- iii. where possible, an estimate of the sensitivity of applying different assumptions.

2.5 Evaluation

a. Evaluation Criteria

Subject to the Government's rights under this RFQ, the criteria to be applied for the purposes of evaluation are those set out in Section 1.5.

b. Clarification

By submitting a Response, each Respondent acknowledges and accepts that the Government may, in its absolute discretion and at any time during the RFQ process:

- i. seek clarification from, and enter into discussions with, any or all of the Respondents in relation to their Response(s);
- ii. seek additional information in respect of any aspect of a Response at any time; and

- iii. use any information gathered at any stage during the RFQ process in relation to a Respondent's Response in interpreting that Response and in evaluating the cost and risk to the Government of accepting that Response.

c. Cost Investigation

At any time prior to executing a contract with a successful Respondent, the Government may conduct a cost investigation in respect of the Respondent's Solutions, for the purpose of considering whether the Solutions offers value for money. A Respondent must facilitate such an investigation and, on request by the Government:

- i. allow access for Government cost investigation personnel or advisers to relevant records, information and personnel (including facilitating the same access to members of the Respondent's consortium, where a consortium Response has been submitted); and
- ii. provide detailed information in response to any reasonable requests made by the Government, its cost investigation personnel or advisers, in connection with such a cost investigation.

d. Respondent Presentation

The Government may, in its absolute discretion and at any time, require any or all Respondents to provide a presentation on the Respondent's Response at a time and venue acceptable to the Government.

e. Security, Probity and other Checks

By submitting a Response, each Respondent represents and warrants to the Government that it will promptly comply with any request by the Government for the Respondent (including proposed consortium members), its officers, employees, or contractors to undergo security, probity or other checks considered necessary by the Government.

f. Substitution of Respondent

Respondents may request the substitution of any one or more Respondents (including proposed consortium members) with another legal entity by notice in writing to the Government. The Government may grant or withhold its consent to a substitution of a Respondent in its absolute discretion. Any consent by the Government may be granted on such conditions as the Government considers necessary.

If:

- i. the Government does not consent to the substitution of any one or more Respondents, the Government may, in its absolute discretion, decide not to consider the Response any further; or
- ii. the Government consents to the substitution of a Respondent, the Government may take the impact of the substitution into account when evaluating that Respondent's Response.

g. Solution Definition Activities with Shortlisted Respondents

- i. The Government may, but is not obliged to, conduct Solution definition activities with one or more shortlisted Respondents to better define particular aspects of their Response and may use the outcomes of the offer definition activities in finalising the evaluation of Responses.

- ii. Shortlisted Respondents invited to participate in the Solution definition process may be asked to clarify, improve, alter or consolidate any aspect of their Response.
- iii. The Government may request a shortlisted Respondent to submit a revised, or partially revised, Response as a result of Solution definition activities (including without limitation, the Respondent's response against draft contractual arrangements to implement the Response's Solutions).
- iv. A Respondent may be required to enter into a binding process document, setting out the terms on which the Respondent participates in Solution definition activities.
- v. The Government has no liability to a Respondent arising out of or in connection with the conduct of Solution definition activities.

h. Negotiation

By submitting a Response, each Respondent acknowledges and accepts that:

- i. the Government may, in its absolute discretion, engage one or more Respondents in detailed discussions and negotiations, including parallel negotiations, at such time and subject to such terms as the Government, in its absolute discretion, requires;
- ii. compliance with all terms and conditions as may be imposed by the Government in respect of such discussions and negotiations is a condition of the Respondent's participation in those negotiations and discussions; and
- iii. as part of discussions and negotiations with the Government, Respondents may be asked to clarify, improve, alter, or consolidate any aspects of their Responses.

i. Preferred Respondent Status

By submitting a Response, each Respondent acknowledges and accepts that the Government may select a Respondent as preferred Respondent, but such selection:

- i. does not affect or limit the Government's rights or the Respondent's obligations under the RFQ;
- ii. is not a representation that a contract will be entered into between the Government and that Respondent,
- iii. and the Government may commence or recommence negotiations under the RFQ with any other Respondent whether or not a Respondent has been selected as preferred Respondent.

Schedule 1- Respondent Declaration

I, _____

of _____

[Name, address and occupation of person making the declaration]

make the following declaration:

1. That I have read the Request for Quote
2. I am the Respondent, or am authorised by the Respondent to make this declaration.
3. The Respondent:
 - (a) offers the Solutions described in its Response;
 - (b) unconditionally and irrevocably accepts the conditions of the RFQ and processes referred to in the RFQ and acknowledges and agrees with the Government's rights under the RFQ;
 - (c) declares that all information contained in its Response is true and correct in every respect;
 - (d) confirms its capacity to tender and that there is no restriction under any relevant law to prevent it from tendering; and
 - (e) consents to the IPBC or the Steering Committee undertaking checks in accordance with this RFQ.
4. The Respondent warrants that:
 - (a) neither the Respondent nor any of its officers, employees, or agents, or subcontractors has attempted to, or will attempt to, improperly influence any officer of the IPBC or member of the Steering Committee in connection with the preparation or assessment of the Response submitted for the RFQ or has approached any Minister or Government officer in connection with the RFQ process;
 - (b) the Response has not been prepared with the improper assistance of employees or former employees of the IPBC, members of the Steering Committee or with improperly obtained information.
5. The Respondent warrants that neither the Respondent nor its proposed subcontractor(s) or any consortium member(s):
 - (a) have an unsettled judgment or a judicial decision (not including decisions under appeal) made against them in respect of unpaid employee entitlements; or
 - (b) is a party to an unsettled judgment or a judicial decision under appeal in respect to unpaid employee entitlements and the Respondent will advise the IPBC or Steering Committee of the outcome of the case as soon as a decision is made by the Court.
6. The Respondent warrants that at the time of submitting the Response it, its proposed subcontractor(s) and any consortium member(s) either:

Schedule 2 - Schedule of Required Information

This Schedule sets out the information required from Respondents. While there is no specific form or template, Respondents must address all the requirements described in this Schedule, in the order set out below Respondents may also provide attachments.

A Response must include a completed declaration in the form appearing in Schedule 1.

1. General

1.1 Details of Respondent and Participants in the Solutions

The information requested in this section identifies the Respondent's organisation and provides the IPBC with contact details.

If the Respondent includes any form of partnership or collaborative arrangement including consortium, joint venture or special purpose vehicle(s) or sub-contractors (**participants**), provide the following details for *each* participant (other than sub-contractors where the value of the sub-contract is expected to be under 5% of the funding sought) and identify the primary point of contact in respect of the Response.

a) Legal name of participant and participant identification

Provide details for *each* participant, including:

- i. legal name;
- ii. short name or trading name; and
- iii. ACN/ABN or equivalent, as appropriate.

b) Contact details

Provide details for *each* participant, including:

- i. name;
- ii. position;
- iii. postal address;
- iv. phone number;
- v. fax number; and
- vi. email address.

c) Background and corporate history

For *each* participant, please provide a brief overview of the organisation, including corporate history.

d) Regulatory status

For *each* participant, please respond to the following questions relating to its regulatory status.

- i. Is the participant registered for GST in Papua New Guinea?

- e) Primary point of contact

Identify a single organisation and a single individual as the primary point of contact in respect of the Response.

1.2 Structure

Describe the legal and business relationships between participants for the purposes of the Solutions proposed.

- a) Organisational structure

Provide a summary of the business and legal relationships between the participants. Include diagrams showing the proposed organisational structure if appropriate.

- b) Evidence of relationships

Provide evidence of the business and/or legal relationships already established with other participants. Where relationships are yet to be finalised, provide details of the nature and status of negotiations to establish such relationships.

- c) Roles and responsibilities

Specify the roles and responsibilities of each participant in the Solutions, including how each participant would contribute to the Solution outcomes and how their roles and responsibilities would interact.

2. Timeliness of the Solutions

Respondents should demonstrate their ability to commence and complete construction with minimal delay and risk within the proposed time frame.

- a) Assuming that contractual arrangements with the Respondent are executed in December 2012, the Respondent should indicate:
 - i. the date on which it would be ready to commence construction activities;
 - ii. the completion date for construction (and key milestones if appropriate);
- b) Respondents should provide the following information:
 - i. Status of route study and design; and, where relevant, the time required to finalise the route study;
 - ii. a detailed project plan with critical path, parallel activities and credible milestones and supported by:
 - A. a Gantt chart highlighting key milestones and tasks that are subcontracted;
 - B. a plan to accelerate delivery should the delivery fall behind schedule; and
 - iii. a technical design.

Project plan risks and risk mitigation strategies should be included in the Respondent's risk management plan and should be written in accordance with AS/NZS 4360: 2004 Risk Management (see Schedule 2, section 6.1 below).

3. Technical Requirements

3.1 General

1. The optical fibre cable to be supplied under this RFQ will connect to the following types of fibre:
 - a) At LNG Plant GH2: ITU-T G.652B
 - b) At Kanudi substation: ITU-T G.652D
 - c) At Konedobu substation: ITU-T G.652D

The IPBC is only specifying that the type of optical fibre supplied and installed under this RFQ shall comply with relevant ITU-T standards. However it has a strong preference for fibres that are consistent or compatible with the fibre types already in use above, in particular to minimise stores holding of different fibre types and configurations and maximise MTTR in the event of a cable fault.

2. The IPBC requires Respondents to offer Responses that maximise the long term telecommunications transmission capacity of the Solutions.

3.2 LNG Plant to Kanudi Substation

The scope of work shall include installation of an ADSS or equivalent optical fibre cable with a minimum 24 fibre core from GH2 (which is at the northern entry gate to the LNG Plant site) to Kanudi substation. Figure 1 below shows the required route.

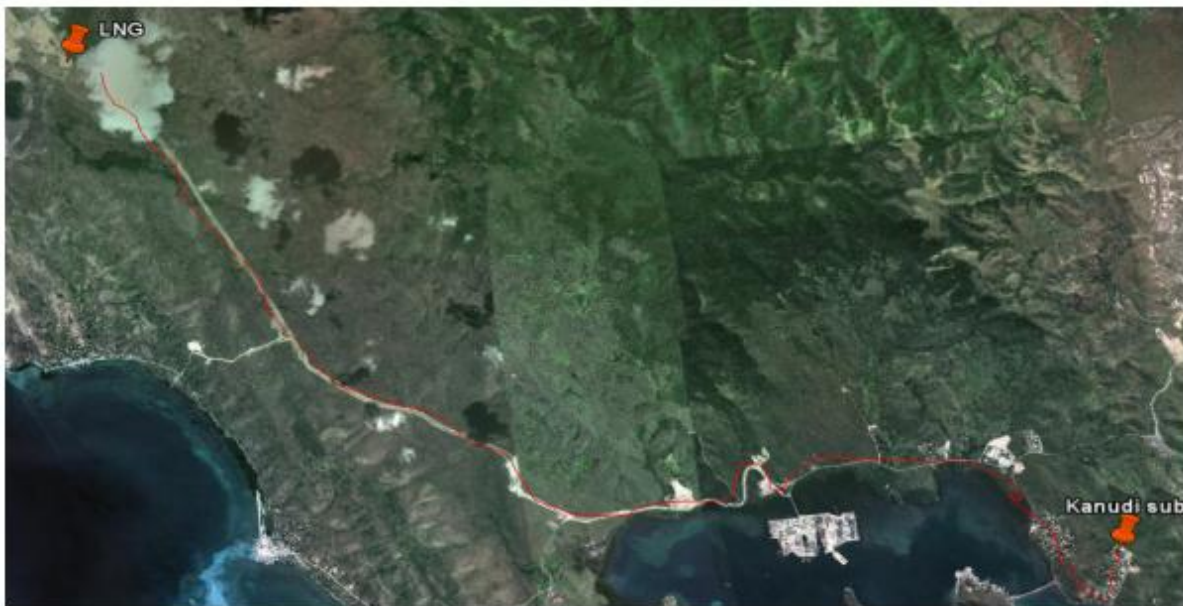


Figure 1

The scope of works shall include at least the following features:

- a. The route shall follow the direct road from GH2 to the intersection with Napa Napa Road and the Napa Napa Road to Kanudi substation;
- b. Installation of new metal I-beam poles along that part of the route that currently does not have any electrical power distribution poles, including the installation of suitable fitting arrangements for the cable on those poles.

(Existing wooden poles along the route will be replaced with new metal I-beam poles under separate contract.)

- c. Installation of suitable retrofitting arrangements to support the cable on the existing distribution poles, including those poles that replace existing wooden poles;
- d. Installation of the cable along the route;
- e. All splicing and splice enclosure works necessary to provide a continuous cable connection between the LNG Plant and Kanudi substation;
- f. Splice and splice enclosure to connect to the tail cable from the Fibre Optic Local Equipment Room (FOLER) inside the LNG Plant to the pit enclosure outside GH2;
- g. Termination of the cable on the Optical Distribution Frame (ODF) in the Kanudi substation

3.3 LNG Plant to Kanudi Substation: Optional Additional Works

The IPBC is interested in the option of installing a redundant section of cable from the Napa Napa Road – Baruni Road roundabout via the Baruni dump site to Kanudi substation. Figure 2 below shows the required route (Route 2) in green.



Figure 2

The scope of work for this option shall include at least the following features:

- a. Use of the existing electrical power distribution poles from the roundabout to the Baruni dump site.
It is IPBC's expectation that the Respondent would offer ADSS cable construction along this section of the route;
- b. Use of existing high voltage transmission towers from the Baruni dump site to Kanudi substation.
It is IPBC's expectation that the Respondent would offer OPGW cable construction along this section of the route, which would also require replacement of the existing earth wire.

This option would also require:

- a. An ADSS optical fibre or equivalent cable with a minimum 24 fibre core along this optional route from the roundabout to the Baruni dump site;
- b. An OPGW optical fibre or equivalent cable with a minimum 48 fibre core on the existing towers from the Baruni dump site to Kanudi substation;
- c. Splicing and a splice enclosure to join these cables to the 24 fibre core cable between the LNG Plant site to the roundabout;
- d. Installation of suitable retrofitting arrangements for the cable on the existing distribution poles and transmission towers;
- e. All splicing and splice enclosure works necessary to provide a continuous cable connection between the roundabout and Kanudi substation;
- f. Termination of the cable on the Optical Distribution Frame (ODF) in the Kanudi substation.

3.4 Konedobu Substation to Harbour City

The scope of works shall include installation of an ADSS or equivalent optical fibre cable with a minimum 24 fibre core from Konedobu substation to the new Nasfund building (shown in red in Figure 3 below), with a spur to the LNG Konedobu Office (as shown in green in Figure 3 below):



Figure 3

The scope of works shall also incorporate at least the following features:

- a. Use of the existing electrical power distribution poles from the Konedobu substation to the Nasfund building;
- b. Installation of suitable retrofitting arrangements for carrying optic fibre cable on those existing distribution poles; and
- c. All splicing and splice enclosure works necessary to provide a continuous cable connection between Konedobu substation and the Nasfund building; and
- d. Termination of the cable on ODFs in the Konedobu substation and Nasfund building

As an option, IPBC is interested in the following additional works as shown in green in Figure 3:

- a. Use of the existing electrical power distribution poles along Champion Parade and Lawes Road for carrying optic fibre cable to the LNG Konedobu Office;
- b. All splicing and splice enclosure works necessary to provide a continuous cable connection between the LNG Office Konedobu and the Nasfund building for 2 of the 24 fibres in this spur cable;
- c. Termination of the cable on an ODF in the LNG Office Konedobu.

3.5 Konedobu Substation to Harbour City: Optional Alternative Route

The IPBC is interested in the option of including a redundant optic fibre cable on a diverse route from Konedobu substation to the new Nasfund building, as shown in light blue in Figure 4 below.



Figure 4

The scope of work for this option shall include installation of an ADSS or equivalent optical fibre cable with a minimum 24 fibre core and with at least the following features:

- a. Use of existing electrical power distribution poles along the route shown;
- b. Installation of suitable retrofitting arrangements for the cable on the existing distribution poles;
- c. Installation of new metal I-beam poles along that part of the route that currently does not have any electrical power distribution poles, including the installation of suitable fitting arrangements for the cable on those poles;
- d. All splicing and splice enclosure works necessary to provide a continuous cable connection between Konedobu substation and the Nasfund building;
- e. Termination of the cable on ODFs in the Konedobu substation, Nasfund building and LNG Office Konedobu.
- f.

3.6 Boroko Substation to LNG Head Office Complex: Optional Additional Works

The scope of works shall include installation of an ADSS or equivalent optical fibre cable with a minimum 24 fibre core from Boroko substation to the LNG Head Office Complex (as shown in red in Figure 4 below):



Figure 4

The scope of works shall also incorporate at least the following features:

- a. Use of the existing electrical power distribution poles from the Boroko substation to the LNG Head Office Complex;
- b. Installation of suitable retrofitting arrangements for the cable on the existing distribution poles;

- c. All splicing and splice enclosure works necessary to provide a continuous cable connection between Boroko substation to the LNG Head Office Complex;
- d. Termination of the cable on ODFs in the Boroko substation and LNG Head Office Complex.

3.7 Deployment method

The Respondent should detail the proposed deployment method (as applicable to the technology deployed e.g. OPGW, ADSS etc.), including a description of installation, testing and commissioning practices and applicable standards used for deployment.

3.8 Network Security and Protection

Describe security and protection measures of the Solutions, with particular reference to physical security.

3.9 Acceptance

- a) Provide a description of acceptance test procedures, test plans, use cases etc. that will be utilised for obtaining acceptance of the Solutions. This should include reference to relevant national and/or international standards, procedures and practices.
- b) Conduct end to end testing and commissioning of each route on completion of construction.

4. Capacity of the Respondent (and participants)

The Respondent should identify the organisation (or organisation(s)) that will be responsible for each of the design and roll-out activities (**Responsible Participant(s)**) and demonstrate the capability of the responsible organisation.

4.1 Transmission Network Design and Construct Projects

Respondents should provide written evidence confirming the Responsible Participant(s)' experience in design and construction of telecommunications transmission infrastructure, or other comparable activities, and provide the following information:

- a. Proposed methodology for delivery of the project works, including:
 - i. project planning and management;
 - ii. delivery, resourcing and logistical capability;
 - iii. route analysis, survey and design;
 - iv. proposed fibre optic cable deployment methods on electrical power pole and transmission tower infrastructure;
 - v. environmental and construction management practices;
 - vi. asset protection and security design; and
 - vii. optical fibre cable installation, integration, testing and commissioning.
- b. Provide details in a tabular form, of three similar projects completed in the last five years, or currently in progress, by the Responsible Participant(s). Where the Responsible Participant has not delivered three telecommunications projects, select other projects that demonstrate the Responsible Participant(s)' experience in infrastructure projects:

- i. client;
- ii. client referee and contact details;
- iii. project location;
- iv. project short description;
- v. start date;
- vi. original planned completion date;
- vii. actual completion date;
- viii. original planned cost;
- ix. total cost;
- x. build distance;
- xi. technology deployed;
- xii. summary of Responsible Participant's scope of work;
- xiii. responsible Participant's role in design and approvals;
- xiv. describe success of project;
- xv. describe challenges of project; and
- xvi. describe how the capabilities demonstrated in the reference project relate to the capabilities that the Respondent proposes to be used for the proposed Solutions.

4.2 Financial Viability

Respondents should have sufficient financial viability, strength and capability to fulfil all of the obligations, responsibilities and liabilities expected to be associated with the Quoted Solutions. The following information is requested as evidence of the financial viability of the Respondent and of each participant in the Respondent's Response:

- a. Full company name, ACN/ABN or equivalent as appropriate
- b. Ownership structure
- c. Organization Chart
- d. Statement of financial status
- e. Copies of last 2 annual reports

If, at any time after the date of this document until a Respondent signs a contract, there has been a material adverse change to the financial standing of any of the participant, Respondents must promptly notify the Contract Officer.

5. Cost

5.1 Total Cost Context

Respondents should detail the total cost for the asset construction for each Solution described in Section 3 above, namely:

- 3.2 LNG Plant to Kanudi Substation
 - 3.3 LNG Plant to Kanudi Substation: Optional Additional Works
 - 3.4 Konedobu Substation to Harbour City
 - 3.5 Konedobu Substation to Harbour City: Optional Alternative Route
 - 3.6 Boroko Substation to LNG Head Office Complex: Optional Additional Works
- along with any alternative solutions offered.

The total cost for each Solution should include at least the following:

Item	Cost (K'000)
Design	
Construction	
Equipment	
Contingency	
Contractor Margin	
Overhead costs	
Mobilisation Costs ¹	
Total cost (\$m)	

Note 1: Mobilisation costs should not exceed 10% of the total cost

Respondents should indicate the treatment of GST in their population of the above tables.

6. Legal and Commercial

6.1 Risks

Respondents should provide a risk management plan in respect of their Solutions (including a registry of identified risks) written in accordance with AS/NZS 4360: 2004 Risk Management. The risk management plan should at least address (but not be limited to) the following elements and issues:

- a. network deployment risks, such as:
 - i. changes in ownership or collaborative/subcontracting arrangements;
 - ii. delay in delivery of equipment, software and hardware;
 - iii. staffing and resourcing difficulties;
 - iv. planning and other regulatory issues;
 - v. any other occurrences that may impact the successful and timely construction and commissioning;

6.2 Performance and Financial Guarantees

Respondents should provide details of the financial and/or performance guarantees that they would be willing to provide, including appropriate justification of that approach.