Government of Papua New Guinea
National Information and Communications Technology Authority

REQUEST FOR PROPOSALS (RFP)

RADIO BROADCASTING SERVICES PROJECT

LOT 6

UAS5050-RFP-BRL6

AUGUST,2026

NATIONAL INFORMATION AND COMMUNICATIONS TECHNOLOGY

UNIVERSAL ACCESS AND SERVICE (UAS)
Cnr. Frangipani Street and Croton Streets Hohola
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Contents

PART 1 – BIDDING PROCEDURES

SECTION I – INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

1.1. The National Information and Communication Technology Authority hereafter referred to as NICTA, wishes to receive Bids for the Services defined in the Bid Data Sheet (BDS), as described in Section IV, "Technical Requirements", hereinafter referred to as "the Services;"

1.2. The successful Bidder will be expected to provide the designated Services throughout the period stated in the Bid Data Sheet;

1.3. Throughout these bid documents, the terms "Bid" and "tender`" and their derivatives ("Bidder/tenderer," "Bid/tendered," "bidding/tendering," etc.) are synonymous, and day means calendar day where singular also means plural.

2. Funding and Payments

2.1. The project will be funded by and through NICTA, using funding from the Universal Access and Service Fund. The project name is stated in the BDS;

2.2. Payments made by NICTA will be subject to any continuing and applicable terms of this Bid, the National ICT Act 2009, and the terms and conditions of a contract to be entered into with the successful bidder.

3. Fraud and Corruption

3.1. NICTA requires that Bidders, suppliers, and contractors and their subcontractors under this contract, observe the highest standard of ethics during the procurement and execution of such contracts. NICTA reserves the right to report any criminal nature in relation to this matter to the Police

3.2. In pursuance of this policy, NICTA:

a) defines, for the purposes of this provision, the terms set forth below as follows:

i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" means:

aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in relating to the Bid or Contract in question;

c) will have the right to require that a provision be included in bidding documents and in contracts financed by the UAS Fund, requiring bidders, suppliers, contractors and consultants to permit NICTA to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by NICTA in accordance with the National ICT Act.

3.3. Pursuant to this Clause 3, Bidders shall permit NICTA, on 5 Business Days written notice, to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and/or to have them audited by auditors appointed by NICTA.

4. Eligible Bidders

4.1. This Invitation for Bids is open to all licensed radio broadcast service providers will all required resources;

4.2. A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV;

4.3. Bidders should not have conflict of interests. Bidders that are considered to have conflict of interests will be disqualified. Bidders will be considered to have conflict of interests with one or more parties in this bidding process if they:

a) are associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NICTA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids;

b) submit more than one Bid in this bidding process, either individually as a Bidder or as a partner in a joint venture, unless otherwise stated in the Bid Data Sheet. No firm can be a subcontractor while submitting a Bid individually or as a partner of a joint venture in the same bidding process. A firm, if acting in the capacity of subcontractor in any Bid, may participate in more than one Bid, but only in that capacity. Unless otherwise stated, a Bidder who submits or participates in more than one Bid will cause all the proposals in which the Bidder has participated to be disqualified.

4.4. A Bidder that has been declared "ineligible" on the day of Contract Award or thereon will be automatically disqualified;

4.5. Government-owned enterprises may participate only if they can establish that they

a) are legally and financially autonomous;

b) operate under commercial law and have or have applied to obtain any required authorization to build and operate these telecommunications facilities.

4.6. Any Bidder shall provide such evidence of its current and continuing eligibility satisfactory to NICTA, as NICTA shall reasonably request.

B. BID DOCUMENTS

5. Contents of Bid Documents

5.1. The bid documents include this Invitation To Bid and should be read in conjunction with any Addendum issued by NICTA:

Part 1. **Bidding Procedures**

Section I. Instructions to Bidders

Section II.	Bid Data Sheet
Section III.	Evaluation and Qualification Criteria
Section IV.	Technical Requirements
Section V.	Bid Forms

Part 2. Contract

Section VI.	General Conditions of Contract (GCC)
Section VII.	Special Conditions of Contract (SCC)
Section VIII.	Contract Forms

5.2. Unless obtained directly from NICTA, NICTA will not be responsible for the completeness of the above documents, responses to requests for clarification or Addenda to the Bid Document. In case of any contradiction, documents obtained directly from NICTA shall prevail;

5.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

6. Clarification of Bid Documents

6.1. A prospective Bidder requiring any clarification of the bidding documents may notify NICTA in writing or by electronic mail at the NICTA's address indicated in the invitation to bid. NICTA will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of Bids. Copies of the NICTA's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

7. Amendment of Bid Documents

7.1. At any time prior to the deadline for submission of Bids, NICTA may amend the bidding documents by issuing an Addendum;

7.2. Any Addendum thus issued shall be part of the bid documents and shall be communicated in writing or by e-mail to all prospective Bidders who have obtained the bid documents directly from NICTA. Prospective Bidders shall promptly acknowledge receipt of each Addendum to NICTA;

7.3. To give prospective Bidders reasonable time in which to take an Addendum into account in preparing their Bids, NICTA may, at its discretion, extend the deadline for submission of Bids, pursuant to ITB 23.2.

C. PREPARATION OF BIDS

8. Cost of Bidding

8.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and NICTA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

9.1. The Bid, and all correspondence and documents related to the Bid exchanged by the Bidder and NICTA shall be written in the language stipulated in the Bid Data Sheet.

10. Documents Comprising the Bid

10.1. The Bid submitted by the Bidder shall comprise the following:

a) duly filled-in Bid Submission Form in accordance with ITB 11;

b) bid Security or Bid-Securing Declaration, in accordance with ITB 20, if required;

c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21;

d) documentary evidence in accordance with ITB 16 establishing the Bidder's eligibility to bid and the eligibility of the goods and services;

e) documentary evidence in accordance with ITB 17, and with Section III, "Evaluation and Qualification Criteria," establishing the conformity to the bidding documents (in particular, to Section IV, "Technical Requirements") of all goods and services which the Bidder proposes to supply under the contract;

f) documentary evidence in accordance with ITB 17, and with Section III, "Evaluation and Qualification Criteria," establishing the Bidder's qualifications to perform the contract if its Bid is accepted;

g) any other document requested in the **Bid Data Sheet**

11. Bid Submission Form

11.1. The Bidder shall submit the Bid Submission Form provided in Section IV in the bidding documents. This form must be filled-in completely without changing its format and no substitutes shall be accepted except as provided under ITB 18.2. All blanks must be filled-in with the required information.

12. Alternative Bids

12.1. Unless otherwise specified in the BDS, no alternative bids will be accepted. Bidders may propose discounts for multiple sites, as specified in the BDS.

13. Value of the Bid

13.1. The value of the Bid presented by the Bidder in the Bid Submission Form must fulfill the following requirements:

a) The Bidder shall present the value of the Bid for each individual site in the provided Form;

b) The bid value shall be that of the total cost to provide the services defined in the BDS.

14. Currencies of Bid and Payment

14.1. The currency of the Bid and the currency of payments shall be in Papua New Guinea Kina as specified in the BDS.

14.2. The bid price quoted by the Bidder shall be fixed during the successful Bidder's performance of the Contract and not be subject to variation.

14.3. The bid submitted with an adjustable price offer shall be treated as non-compliant and shall be rejected.

15. Tax and Duties

15.1. The Contractor shall pay such taxes, duties, fees, and other impositions as may be required under the relevant laws, the amount of which is deemed to have been included in the Contract Price.

16. Documents Establishing Bidder's Eligibility

16.1. Pursuant to ITB 4, the Bidder shall furnish all documentation and information necessary to establish its eligibility to bid for this project, and the Bid Submission Form, included in Section V, Bidding Forms.

16.2. Documentation and information shall include the following:

a) Copies of ICT licenses currently held by the bidder and issued by NICTA

i) Operator Licences

aa) Network Licence

ba) Content Licence

ii) Radiocommunications Licences

aa) Spectrum Licence

ba) Apparatus Licence

b) Documentation showing compliance to the terms and conditions of all ICT licenses currently held by the bidder that were issued by NICTA, including any rollout obligations and regulatory fees.

17. Documents Establishing Conformity of Services

17.1. To establish the conformity of the proposed services to the Bidding Documents, the Bidder shall furnish as part of its Bid, documentary evidence that the services conform to the Technical Requirements in Section IV, including all supporting documentation;

17.2. The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed item by item description of the essential technical and performance characteristics of the services;

b) if applicable, a statement of deviations and exceptions to the provisions of the Technical Requirements.

18. Documents Establishing Bidder's Qualification

18.1. The Bid shall include documentary evidence of the Bidder's qualifications to perform the contract in accordance with Section III, "Evaluation and Qualification Criteria", including all the information requested in Section V, "Bid Forms".

19. Bid Validity

19.1. Bids shall remain valid for the period specified in the BDS.

19.2. In exceptional circumstances, prior to the expiration of the bid validity period, NICTA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 25;

19.3. If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.

b) In the case of adjustable price contracts, no adjustment shall be made.

c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

20.1. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid either a Bid-Securing Declaration or a bid security, in original form and, in the case of a bid security, in the amount and currency specified in the BDS;

20.2. A Bid Securing Declaration shall use the form included in Section V, Bidding Forms;

20.3. The Bid Security, if required, shall be in the amount specified in the BDS and denominated in the PNG currency, and shall:

a) at the Bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

b) be issued by a reputable institution selected by the Bidder and located in Papua New Guinea;

c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by NICTA prior to Bid submission;

d) be payable promptly upon written demand by NICTA in case the conditions listed in ITB 20.6 are invoked;

e) be submitted in its original form; copies will not be accepted;

f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB 19.2.

20.4. If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB 20.1 shall be rejected by NICTA as non-responsive;

20.5. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 39;

20.6. The Bid Security may be forfeited or the Bid-Securing Declaration executed:

a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB 19.2; or

b) if the successful Bidder fails to:

i) sign the Contract in accordance with ITB 38; or

ii) furnish a Performance Security in accordance with ITB 39.

20.7. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent letter of intent to constitute the JV.

20.8. If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Form, or

b) if the successful Bidder fails to: sign the Contract in accordance with ITB 37; or furnish a performance security in accordance with ITB 38;

NICTA may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by NICTA for a period of time as stated in the BDS.

21. Format and Signing of Bid

21.1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 10, bound with the volume containing the Bid Submission Form, and clearly marked "Original." In addition, the Bidder shall submit a copy of the Bid, in the number specified in the BDS, and clearly marked as "Copy." In the event of discrepancy between them, the original shall prevail;

21.2. The original and the copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid;

21.3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by NICTA, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

22. Submission and Opening of Bids

22.1. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

22.2. The inner and outer envelopes shall:

a) be addressed to NICTA at the address provided in the BDS;

b) bear the name and identification number of the Contract as defined in the BDS and Special Conditions of Contract; and

c) provide a warning not to open before the specified time and date for Bid opening as defined in the BDS.

22.3. In addition to the identification required in ITB 22.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB 24;

22.4. If all envelopes are not sealed and marked as required, NICTA will assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

23.1. Bids must be received by NICTA at its address and no later than the date and time specified in the BDS;

23.2. NICTA may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with ITB 7, in which case all rights and obligations of NICTA and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

24. Late Bids

24.1. Any Bid received by NICTA after the deadline for submission of bids prescribed in ITB 23 shall be declared late, rejected, and will be returned unopened to the Bidder.

25. Modification and Withdrawal of Bids

25.1. The Bidder may modify or withdraw its Bid after bid submission, provided that written notice is received by NICTA prior to the deadline for submission of bids prescribed in ITB 23;

25.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate. In the case of withdrawal, no additional copies will be required;

25.3. Bids for which withdrawal has been requested according to ITB 25.1 will be returned unopened;

25.4. Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB 23.2 may result in the forfeiture of the Bid Security pursuant to ITB 20.

26. Bid Opening

26.1. NICTA will open the Bids, including modifications made pursuant to ITB 25, in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the BDS;

26.2. Envelopes marked "WITHDRAWAL" shall be opened first, and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB 25 shall not be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail;

26.3. All other envelopes will be opened, one at a time, and the Bidders' names, the Bid Prices, and any such other details as NICTA may consider appropriate, will be announced by NICTA at the opening. No Bid shall be rejected at bid opening except for late Bids pursuant to ITB 24.1;

26.4. NICTA shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB 26.3;

26.5. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

D. EVALUATION AND COMPARISON OF BIDS

27. Process to Be Confidential

27.1. Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the successful Bidder is notified of the award, and thereafter only in compliance with the Bid Documents or other restrictions reasonably imposed by NICTA to protect confidentiality. Any effort by a Bidder to influence NICTA processing of Bids or award decisions may result in the rejection of his Bid;

27.2. If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to NICTA, who will provide written explanation. Any request for explanation from one Bidder should relate only to its own Bid; information about the Bid of competitors will not be addressed.

28. Clarification of Bids

28.1. To assist in the examination, evaluation, and comparison of bids, NICTA may, at its discretion, ask any Bidder for clarification of its Bid, including any information that NPC may require. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NICTA in the evaluation of the bids in accordance with ITB 30;

28.2. Subject to ITB Sub-Clause 28.1, no Bidder shall contact NICTA on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to NICTA, he should do so in writing;

28.3. Any effort by the Bidder to influence NICTA in NICTA's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

29. Examination of Bids and Determination of Responsiveness

29.1. Prior to the detailed evaluation of bids, NICTA will determine whether each Bid

a) meets the eligibility criteria defined in ITB 4;

b) has been properly signed;

c) is accompanied by the required securities; and

d) is substantially responsive to the requirements of the bidding documents;

29.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation or omission is one that NICTA reasonably determines;

a) affects in any substantial way the scope, quality, or performance of the Services;

b) limits in any substantial way, inconsistent with the bidding documents, NICTA's rights or the Bidder's obligations under the contract; or

c) its rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

29.3. If a Bid is not substantially responsive, it will be rejected by NICTA and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation, reservation or omission.

30. Non-conformities, Differences, Errors and Omissions

30.1. If a Bid is substantially responsive, NICTA may excuse a difference or omission, provided such difference or omission does not constitute a major alteration.

30.2. When a Bid is substantially responsive, NICTA may request the Bidder to present, within a reasonable period of time, information or documentation necessary to correct differences or omissions related to non-critical documentary requirements. These omissions cannot be related to the value of the Bid. If the Bidder fails to deliver this information, the Bid may be rejected;

30.3. Bids determined to be substantially responsive will be checked by NICTA for any arithmetic errors. Errors will be corrected by NICTA as follows:

a) If there is an error in a total that corresponds to the sum or subtraction of subtotals, then subtotals will prevail and the total will be corrected;

b) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.4. The amount stated in the Bid will be adjusted by NICTA in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB 20.

31. Verification of Responsiveness to Technical Requirements

31.1. NICTA will evaluate all technical aspects of the Bid, in accordance with ITB 17, to verify that the Bid is substantially responsive to the technical requirements established in Section IV - “Technical Requirements,” without material alterations, consistent with ITB 29 and 30;

31.2. If after examining the terms and conditions in the Bidding Documents and evaluating the technical aspects of the Bid, NICTA determines that the Bid is not substantially responsive, the Bid will be rejected.

32. Evaluation of Bids

32.1. NICTA will evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB 29 and ITB 31;

32.2. To evaluate the Bids, NICTA will use only the criteria and methodology described in Section III - “Evaluation and Qualification Criteria”, subject to any additional rights or discretion of NICTA as referred to in Paragraphs 34, 35 and 49 of this Invitation to Bid, or as provided for in the National ICT Act 2009;

32.3. In evaluating the Bids, NICTA will determine for each Bid the Evaluated Bid Price by considering the following:

a) The value of the Bid in accordance with ITB 13, including any proposed discounts;

b) any correction for arithmetic errors pursuant to ITB 30.3.

33. Comparison of Bids

33.1. NICTA will compare all substantially responsive Bids according to Section III, “Evaluation and Qualification Criteria”, to determine which offers the least proposed subsidy for each unique project component, as specified in the Section IV, “Technical Specifications”;

33.2. Ties - In the event that two or more Bidders receive identical least proposed subsidy amounts for the same project component, NICTA may invite the Tied Bidders to submit a second round of revised bids, following the procedures described in Section III, “Evaluation and Qualification Criteria”.

34. Post-qualification

34.1. Following the evaluation, NICTA shall determine whether any Bidder that is selected as having achieved the highest evaluated responsive Bid for a project component is qualified to perform the contract satisfactorily;

34.2. This determination will be based on the documentary evidence of Bidder qualifications presented in accordance with ITB 18, and the provisions of Section III, “Evaluation and Qualification Criteria”;

34.3. An affirmative determination that a Bidder is qualified will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s Bid, in which event NICTA will proceed to the next highest evaluated Bid score to make a similar determination of that Bidder’s qualifications.

35. NICTA's Right to Accept Any Bid and to Reject Any or All Bids

35.1. Notwithstanding any provision of this Invitation to Bid or any of the Bid Documents, NICTA may decide at any stage prior to due execution by both parties of the Contract, to accept or reject any Bid, or to cancel the bidding process, or reject or disqualify the Bid of one or more or all Bidders, without thereby incurring any liability to any Bidder. In case of cancellation of the bidding process, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

E. AWARD OF CONTRACT

36. Award Criteria

36.1. Subject to ITB 35 and the other requirements of this Invitation to Bid and the other Bid Documents, NICTA will award the Contract for each project component to the Bidder whose bid price has been determined to be the lowest for that component, and whose Bid NICTA considers is substantially responsive to the requirements of the bidding documents, if and only if NICTA also determines that the Bidder is qualified to execute the Contract satisfactorily, according to ITB 34.

36.2. Prior to or after making any award, NICTA may require any Bidder to make an undertaking to comply with any specified term or requirement of the Bid Documents or the National ICT Act 2009, including those in Paragraph 49 of this Invitation to Bid, and if such undertaking is not received in writing within 10 Business Days, NICTA may cancel the Bid of that bidder or any contract award or awards in its favour.

37. Notification of Award

37.1. Prior to expiration of the period of bid validity, NICTA will notify the successful Bidder in writing that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that NICTA will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price");

37.2. Until a formal Contract is prepared and executed, the notification of award shall constitute the formation of the Contract;

37.3. NICTA shall publish in local publications of general circulation the results of the bidding process, identifying the bid and lot numbers and the following information:

a) name of each Bidder who submitted a Bid;

b) Bid prices as read out at bid opening;

c) name and evaluated prices of each Bid that was evaluated;

d) name of Bidders whose Bids were rejected and the reasons for their rejection; and

e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract to be awarded;

37.4. After publication of the award, unsuccessful Bidders may request in writing to NICTA for a debriefing seeking explanations as to the grounds on which their Bids were not selected. NICTA shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing;

37.5. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB 39, NICTA will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB 20.5.

38. Signing of Contract

38.1. The Contract, in the form provided in the bidding documents, will incorporate all agreements between NICTA and the successful Bidder. It will be signed by NICTA and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to NICTA, together with required performance security pursuant to ITB 39.

38.2. Failure of the successful Bidder to comply with the requirements of ITB 38 or ITB 39 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy NICTA may take under the Contract, and NICTA may resort to awarding the Contract to the next ranked Bidder;

39. Performance Security

39.1. Within twenty-one (21) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to NICTA a Performance Security in the amount stipulated in the BDS, denominated in the type and proportions of currencies stated in the Letter of Acceptance, and in accordance with the General Conditions of Contract. The Performance Security may be provided either in the form of a Performance Bond or by cash payment, as specified in the BDS.

39.2. Where the Performance Security is provided in the form of a Performance Bond, such bond shall be issued by a surety acceptable to NICTA. Where the Performance Security is provided by cash payment, the payment shall be made in a manner and to an account designated by NICTA.

39.3. Failure of the successful Bidder to comply with the requirements of Clause 39.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security

40. Advance Payment and Security

40.1. NICTA will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount stated in the BDS.

41. Adjudicator

41.1. NICTA proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should indicate so in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

SECTION II – BID DATA SHEET (BDS)

The following specific data about the object of this bidding shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in the ITBs.

ITB Clause Reference	
	A. GENERAL
ITB 1.1	Provision of Radio Broadcasting Services in selected unserved or underserved areas in Papua New Guinea
ITB 1.2	The intended completion date is: 29 November 2027 or twelve (12) months from the date of signed contract whichever is earlier.
ITB 2.1	The project name is: **"RADIO BROADCASTING SERVICES"**
ITB 4.3	The project is comprised of a total of two (2) specific locations provided in Schedule C of Section IV – Technical Requirements, each of which lacks FM radio broadcasting services. Bidders may submit bid(s) for the provision of FM broadcasting services in one or more of the proposed locations for the available funds.
	B. CONTENTS OF BIDDING DOCUMENTS
ITB 6.1	For **Clarification of bid purposes** only, NICTA's address is: National Information and Communication Technology Authority (NICTA) PO Box 8227, Boroko 111, National Capital District, Papua New Guinea. **Attention:** Mr. Warren Suti, Director UAS Secretariat **Telephone:** +675 303 3259 **Facsimile:** +675 300 4829 **Email:** uas@nicta.gov.pg
	C. PREPARATION OF BIDS
ITB 9.1	The language of the Bid shall be **English**.
ITB 10.1 (g)	The Bidders shall present the following additional documents together with their Proposals: 1) General proxy from the Legal Representative, with the express faculties of bidding, negotiating and signing contracts in the name of the Company, registered with the relevant authorities (ITB 10.1.c.) 2) In the case of an existing JV, the latter shall present the Consortium Agreement duly notarized/legalized, bearing the following: a) the % participation of each participant in the consortium (the major participant shall retain at least 51% of participation in the consortium) b) the express capacity to act as representative of the consortium 3) In the case of a JV to be established, the latter shall present a Letter of Intention establishing the JV, signed by all the participants, and bearing the information indicated in Items 2 a) and b).
ITB 12.1	Alternative bids shall be NOT permitted.
ITB 13.1(a)	Bidders may submit Bids to provide service to any one or more locations from among those identified in Schedule C of Section IV, "Technical Requirements". Each specific project location price bid shall be separately identified in the Bidder's Bid Submission Form, as indicated in the Form provided in Section V.

	Each individual project location will be evaluated separately according to Section III, "Evaluation and Qualification Criteria". Award will be made on a "project location by project location" basis and each project location will be awarded to the bidder requesting the lowest subsidy requested.
ITB 14.1	The lump sum price shall be quoted by the Bidder in Papua New Guinea Kina.
ITB 16	(a) The Bidder must provide a concise description of its technical plans to establish the proposed FM broadcasting facilities and services. The description must demonstrate that the proposed infrastructure, equipment, installations, and services shall meet the requirements given in the Technical Requirements in Section IV of these Bidding Documents. The technical plans and service description shall include identification and explanation of all relevant network facilities including all service requirements identified in the Technical Requirements. The descriptions shall also identify the roll-out/service delivery schedule and plans in compliance with the rollout requirements for the project, as identified in Section IV, Schedule D. (b) The Contractor must construct and operate its network and services in accordance with the plans submitted and the technology described in the Proposal, and such plans and technologies must meet the requirements specified in the Bidding Documents. (c) The technical and service descriptions must include, at a minimum, the following (refer to Section IV: Technical Requirements, including Schedules A-D): i. Specifications and design for the FM radio network and service facilities and equipment to be purchased, installed, and/or upgraded under the project, including specific types, quantities, configurations, and deployment plans for all key network and service components; ii. The precise geographic locations where the facilities and services will be provided, including the locations of radio towers and transmitters, and all geographic boundaries and coverage information required by Section IV, Schedule C; iii. Summary of the minimum Quality of Service (QoS) standards to be achieved by the proposed radio services, and the methodology and processes that the Supplier will implement to meet all the service requirements and QoS standards identified in the Technical Requirements, including performance monitoring, reporting, fault resolution process and general maintenance procedures; vi. Information to enable NPC to determine adequacy of the Bidder's proposed approach to achieving the required coverage provisions of the project, in accordance with Section IV, Schedule B; vii. Any information that does not specifically respond to this Bidding document, but that the Bidder thinks is relevant to the Bid.
ITB 19.1	The validity period of a proposal shall be at least 120 (one hundred twenty) calendar days from the deadline for submission of proposals.
ITB 19.3(a)	The bid price shall not be adjusted, rather, if required, the Bidders shall be asked for extension in the validity. If the same is not granted, the tender will be put through a fresh round of bidding.
ITB 20.1	A Bid Security shall be required. Bidders must submit a Bid-Securing Declaration, in the form provided in Section V.
ITB 21.1	Number of original and copies of the proposal to be presented: One original and One copy.
	D. SUBMISSION AND OPENING OF BIDS

ITB23.1	The deadline for bid submission is **Friday, 25th September, 2026** at **10.00** am, local time.
ITB26.1	The proposals shall be opened at the following address and time: NICTA Head Office Corner of Croton & Frangipani Street, Hohola, Port Moresby, National Capital District At 10.30am (local time) on the **Monday 28th September, 2026**
	E. AWARD OF CONTRACT
ITB 39	The Performance Security acceptable to NICTA shall be in the Standard Form for an amount of 10 **percent** of the Contract Price for each project component (locations) for which a Bidder is awarded a contract.
ITB 40	The Advance Payment shall be of **40%** percent of the Contract Price.
ITB 41	The Adjudicator will be proposed by either NICTA or the Contractor. The hourly fee for this proposed Adjudicator shall be agreed upon by both parties. The biographical data of the proposed Adjudicator will be provided accordingly.

SECTION III – EVALUATION AND QUALIFICATION CRITERA

42. Evaluation (ITB 32)

42.1. The maximum subsidy that may be awarded under the Contract to each project location, and the procedures for submitting bids for each project location, are given in Section IV, Schedule C. Subject to the other terms of the Bid Documents, and any applicable terms of the National ICT Act 2009, NICTA intends to use the following procedures to award the subsidies for each project location from among proposals received:

a) Subject to the provisions of Section IV, Schedule C, contracts for each project location will be awarded to the qualified bidder whose substantially responsive proposal would result in service coverage for the highest total population not covered by current FM radio broadcasting services, according to the verified population figures associated with the proposed geographic service locations. The contract for each project location will be awarded to the lowest bidder with the highest proposed population coverage;

b) A bidder is permitted to win more than one project location and in deciding which contracts to award to which bidders, NICTA will do so on the basis of the combination of awards which is most advantageous to NICTA in terms of population coverage, available funds, as indicated under clause (a);

c) NICTA shall follow the process in clause (a) above until all the project locations have been awarded, or a first right of refusal has been offered to every second ranked bidder, whichever occurs first;

d) If two or more bidders are tied as second ranked bidders for the purposes of clause (a) (in terms of the proposed coverage obligation, and subsidy amount) then:

i) such bidders may submit revised bids which may equal or exceed the first ranked bidder; and

ii) the revised bid which would result in service coverage for the highest total population shall be declared the winner.

e) If two or more bidders are tied (in terms of the coverage gap between the first and second ranked bidders), then NICTA shall determine the order of these project locations:

f) A first right of refusal means the opportunity to match all the terms (coverage obligation) offered by the first ranked bidder;

43. Qualification (ITB 34)

43.1. After completing an evaluation of bids using the Award Criteria specified in clause 42.1 above, and subject to the other terms of the Bid Documents, and any applicable terms of the National ICT Act 2009, NICTA intends to conduct the post-qualification of the Bidder(s), using the requirements specified in the text below. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

a) Financial Capability

The Bidder shall furnish documentary evidence to confirm that it has sufficient financing capacity for the investment required to construct and meet the Technical Requirements and provide the Mandatory Services. A cover letter from the Management shall be furnish with the documentary evidence confirming its commitment to undertake the project.

b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience and staffing requirement(s), for each individual location and any of the locations;

i) that it has a minimum of one (1) year of operational experience in the provision of public radio broadcasting service (s) in any other location;

ii) The Bidder may rely on the experience of any Shareholder in the Bidder's JV/Partnership, provided that Shareholder;

iii) Is licensed by NICTA;

iv) is either a Shareholder in the Bidder, or has committed in a binding agreement to become a shareholder of the proposed Bidder, and that partner holds a minimum of 1/3 (one-third) of the ownership interests (including all forms of ownership interests) in the Bidder;

v) has at least four (4) full time technical staff available to carry out installation, maintenance, repairs and servicing of equipment and devices, and provide to meet customer's needs for ongoing technical service.

If the bidder wishes to qualify for award of the contract for more than one project location, then the bidder must demonstrate having required Experience and Technical Capacity to meet the aggregate of the qualifying criteria for the individual project location.

SECTION IV – TECHNICAL REQUIREMENTS

The Technical Requirements and related Terms and Conditions that Bidders must comply with under this Bid are described in the following sections, together with the attached Schedules A, B, C and D.

44. Overview:

44.1. **Project Scope:**

Successful bidders are tasked with setting up and operating public FM radio broadcasting services in specified areas of Papua New Guinea lacking such services.

44.2. Bidders can propose locations within currently unserved areas, defined in Section IV Schedule C. Contracts may be awarded separately for each project location, and bidders can submit bids for one or more locations.

44.3. **Subsidy and Operations:**

NICTA will provide subsidy payments to winning bidders for each location. After subsidy disbursement, the contractor must continue operating the services commercially, without additional subsidy, as per their license terms and conditions.

45. Scope of Services:

45.1. **Mandatory Services:**

Successful bidders must install, operate, and maintain the FM radio network infrastructure, facilities and services as outlined in Schedules A and C.

45.2. **Other Services:**

Contractors may provide additional ICT services consistent with existing regulations in designated areas, but such services will not be subsidized.

46. Service Availability and Quality Specifications:

46.1. Mandatory services' availability and quality must meet the criteria outlined in Schedule A.

47. Geographic Service Location, Coverage Area:

47.1. **Location Proposals:**

Bidders must propose specific geographic locations and populations for coverage.

47.2. **Contract Awards:**

Separate contracts will be awarded for services in Unserved Areas within each of the location identified, with payment arrangements as detailed in Schedule D. Bidders can submit proposals for one or more regions.

47.3. **Population Coverage:**

Bidders will identify the total unserved population to be covered within proposed project boundaries, subject to verification by NICTA, as described in Schedule C.

47.4. **Contract Criteria:**

Contracts in each proposed location will be awarded based on proposals covering the greatest population for the available subsidy, as outlined in Schedule C

48. Non-Exclusivity and Infrastructure Sharing

48.1. The Contractor shall not have any exclusive rights to provide broadcasting services within any of the designated project areas.

48.2. As and when applicable, the Contractor must permit sharing of its infrastructure consistent with the National ICT Act 2009, specifically, as provided in Section 115 of the National ICT Act 2009, the successful bidder shall execute a Project Agreement with NICTA, which shall include, at a minimum, the provisions stated in Section 115 of the National ICT Act 2009, including, to the extent that the project involves the construction of any facility, an acknowledgement of the statutory obligation in Section 131(1)(b) to provide facilities access services in relation to that facility. In addition, the Contractor shall agree that all services (including but not limited to interconnection and access services) provided by the Contractor in a location for which a subsidy is received under the Contract shall be treated for the life of any facilities subsidized under the Contract as if they were declared services under Part VI of the National ICT Act 2009. Such access services shall include making provision for installation and connection of additional equipment and facilities at the Contractor's installations, including any communications towers, base stations, and electric power systems

49. Financial Arrangements

49.1. NICTA shall provide subsidy payments to support the establishment and initial operation of the services, in accordance with the rollout schedule identified in Schedule D.

49.2. The total subsidy available to support delivery of the services shall not exceed the amounts identified in Schedule D, for each project location.

49.3. The Contractor shall be responsible for all financial arrangements involved in establishing the services, including active and passive infrastructure, backhaul connectivity, transmission facilities, electric power, software, and all administrative and retail service components.

49.4. The Contractor shall be responsible for all service agreements and business transactions with end user customers of the services, and for financial arrangements with all interconnecting operators and other intermediaries, as required.

50. Type Approval

50.1. All telecommunications equipment provided by the Contractor shall be subject to NICTA type approval regulations.

51. Retail Pricing

51.1. Retail pricing charged by the Contractor for each service supplied using in whole or in part any facility constructed under any Contracts arising from these Bid Documents, shall not during any calendar quarter exceed the retail pricing charged for each service (whether voice or data) during the same period by the Contractor to comparable customers for similar services in other locations in PNG. For the purpose of this Clause, retail pricing means the actual pricing charged, inclusive of all discounts, credits or rebates, and includes weighted average per minute pricing for retail mobile voice services, and includes pricing for "on-net" versus "off-net" retail mobile voice services.

51.2. The Contractor agrees, within 10 Business Days of a written request by NICTA, to provide information requested by NPC showing the Contractor's retail pricing for any services within Clause 53.1 above.

52. Independent Verification Agent

52.1. NICTA may appoint a qualified person to serve as an Independent Verification Agent for the projects to be implemented under this program, with responsibility to evaluate and certify the compliance of contracted operators with their obligations under these Bid Documents and any resulting Contract(s). The Independent Verification Agent shall have the following responsibilities:

a) Review the compliance reports submitted by Contractor(s), and advise NICTA on their completeness and appropriateness;

b) Conduct site visits to all of the service installations to evaluate the status and quality of the telecommunications services, including both technical functionality and service delivery to end users;

c) Obtain and review traffic, pricing and financial reports from Contractor in relation to the above obligations, including required service installations, pricing and service up-take requirements, and validate results against the progress reports and contract obligations;

d) Conduct remote monitoring of sites using tools installed by the Contractor that provide for monitoring by the Independent Verification Agent of traffic and usage on a real-time and recorded basis;

e) Provide certification to NICTA of implementing the Contractor's compliance with its contractual obligations, to authorize payment milestones; alternatively, withhold such certification, explaining reasons for non-compliance, and measures necessary to mitigate any problems encountered;

f) Evaluate the impact and extent of any extenuating circumstances, including force majeure that may affect operator compliance, and advise NICTA on such circumstances and the appropriate response.

52.2. The Contractor shall be responsible for facilitating and assisting in the organization of the logistics, including travel and accommodation, to enable the Independent Verification Agent to visit sites that are newly constructed under the Contract (the Contractor Sites) for contract verification purposes. NICTA shall select a representative sample of the Contractor Sites that shall be visited by the Independent Verification Agent, which shall comprise a minimum of 25% of the total Contractor Sites, unless the Independent Verification Agent determines that there has been substantial non-compliance by the Contractor with the Contract terms, in which case the Independent Verification Agent may visit additional Contractor sites selected by the Independent Verification Agent and/or NICTA. The Contractor shall facilitate and permit the Independent Verification Agent to conduct visits to the Contractor Sites within two months of a request by the Independent Verification Agent to do so.

53. Reports

53.1. The Contractor shall provide regular written reports to NICTA within 60 days of the Effective Date and within 45 days of the end of each calendar quarter (i.e. a period of three months) thereafter, detailing the status of fulfilment of the contract obligations. These reports shall include the following information:

a) detailed description of infrastructure and facility installation plans and progress for the current period, including details on the installation and operation of network access connectivity in the required locations, according to the milestones set out in the Contract;

b) a report on the extent of service demand, usage, revenues, and other customer utilization of the services, for each location where service has been established, including detailed demonstration of the levels of broadcasting service listenership in accordance with contract obligations;

c) a report on the achievement of the quality-of-service obligations set forth in the Contract and indicated in Schedule A;

d) complete explanation of any difficulties encountered or anticipated in the implementation of the contract services;

e) such other information as reasonably determined and advised in writing by NICTA.

53.2. The reports shall be in a form satisfactory to NICTA. The Contractor shall be responsible for obtaining and verifying any necessary information from its internal records and administrative resources, and for correcting any errors or omissions identified by NICTA.

SCHEDULE A

Service Requirements

1. General Scope of Services

The Contractor will be required to build and operate facilities to extend the coverage of FM radio broadcasting services within the selected geographic locations specified in Schedule C.

1.1. The objective of this project is to extend coverage of radio broadcasting services to the project areas listed in this Technical Requirements. This shall be accomplished through the installation and operation of broadcasting services in the project locations/areas. These services shall be provided using broadcasting equipment provided by the Contractor and located in facilities identified.

1.2. The Contractor will be responsible for the installation and operation of the broadcasting service, for the full one (1) year term (12 months) of the Contract. The Contractor will be responsible for providing maintenance for the broadcasting-service related activities, ensuring that the services are available to the target populations in compliance with the specifications outlined in the Technical Requirements.

1.3. The cost of replacement components, mandatory spare parts, and service of the equipment installed by the Contractor(s) shall solely be the responsibility of the Contractor(s). No additional costs shall be borne by NICTA during the obligatory operations period

1.4. The principal responsibilities of the Contractor are to

a) Research, identify, and procure appropriate booths, furnishings and equipment, software, and other requirements necessary to provide the specified broadcasting services, equipment and to ensure that the Contractor's proposal provides a robust and technically effective solution to the provision of the required services;

b) If the Contractor deems it desirable, identify, solicit, and enter into contractual relationships with appropriate local entrepreneurs, NGOs or other organizations near the target locations if necessary to ensure, facilitate or enhance service delivery according to the terms of this Technical Requirement. However, the Contractor shall remain ultimately responsible for all its obligations under the contract;

c) Manage and operate the broadcasting services provided under the project for a minimum of 12 months from Contract Signature;

d) Ensure continuous operation of the broadcasting services of 24 hours per day;

e) Monitor and report on the implementation and operation of the broadcasting services in the project locations (s) and provide regular reports to NICTA for 12 months after Contract Signature

2. Mandatory Services

2.1. The contractor shall establish, manage and operate the broadcasting services provided under the project for a minimum of twelve (12) months from Contract Signature;

2.2. The contractor shall ensure continuous operation of the broadcasting services of 24 hours per day.

2.3. Bidders shall indicate in their Bids how they propose to meet these specifications, including any suggested enhancements and/or alternative approaches that will deliver the required capabilities to the locations.

3. Network Requirements

3.1. All facilities, equipment installed by the Contractor in fulfillment of this project shall be:

a) New when first installed;

b) Field proven equipment and software; satisfactory performance user reports/certifications from at least two operators using the same for at least one year prior to submission of the proposal must be provided;

c) Compliant with internationally recognized standards; detailed specifications showing compliance shall be shared by the Contractor.

3.2. The Contractor must install or purchase transmission and/or backhaul facilities into the locations to be served, with sufficient planned capacity to meet the minimum capacity requirements;

3.3. The Contractor must install and operate equipment and software that permit the Independent Verification Agent to conduct remote monitoring on a real-time and recorded basis of active FM broadcasting services under the Contract;

4. Availability and Quality of Services

4.1. The Mandatory Services shall be made available in the project locations in accordance with the Service Delivery and Subsidy Payment Schedule described in Schedule C.

4.2. The Contractor shall ensure sufficient signal availability. Service quality parameters shall be subject to inspection and verification by the Independent Verification Agent.

4.3. The Contractor shall ensure the continuous availability and adequate functioning of the Mandatory Services in the project locations throughout the term of the Contract.

5. Technical Audit

5.1. Type Approval

All broadcast transmission equipment to be used in Papua New Guinea must be registered under NICTA as set out in the NICTA Type Approval Guideline, TA100G.

5.2. Labelling

All FM radio broadcast transmission equipment must have identification labels to display:

a) The manufacturer’s name or brand name

b) The model identification number

c) The serial number

d) The country of origin of the equipment

The identification labels must be displayed prominently and affixed permanently to the equipment so that the equipment can be seen throughout the life of the equipment.

5.3. Transmitter Site

a) The transmitter shall have an authorised RF power not exceeding the field strength value of 110dBµV/m (1 V/m) for 1% of the population within the service area.

b) The transmitter site should be designed with due regard to AS2772.1:2002 Radio Frequency Radiation – Part 1: Maximum exposure levels - 300kHz to 300GHz (safe limited for electromagnetic radiation).

c) The site shall pose no hazard to air navigation, flight paths and to ensure the type A and B interference covered under ITU-R SM.1009-1, should not be generated from the FM transmitter and should have a minimum intrusion on the environment.

d) Appropriate approvals must be obtained from the Civil Aviation Authority of Papua New Guinea (CASA PNG) should the site require any tower construction within the proximity of either a major or minor aerodrome.

5.4. Transmitting Equipment

a) Transmitting equipment must consist of all the necessary apparatus to convert the modulating input signal to a frequency modulated carrier at the centre frequency of a standard FM channel in the 88 – 109 Mhz frequency band.

b) The transmitting equipment shall produce f3EGN emission for monophonic operation and F8EHF emission for stereophonic operation. The transmitting equipment shall be capable of operating with a frequency deviation of ±75kHz, which is equivalent to 100% modulation.

c) The AC voltage input shall be at a frequency of 50 Hz. Voltage, frequency and maximum kVA requirements shall be indicated on the transmitting equipment as established by the manufacturer.

5.5. Transmission Standards

a) The following transmission standards shall apply with modulation characteristics as specified:

i) Monophonic Transmission

Maximum Frequency Deviation	**Pre-emphasis**
±75kHz	50µs

ii) Stereophonic Transmission

System	Maximum Deviation	Pre-emphasis	Sub-carrier	Additional sub-carrier
Pilot-tone	±75kHz	50µs	38kHz ± 4Hz	15kHz – 23kHz/ 53kHz – 76kHz

5.6. Unwanted Emission Limits

Unwanted emissions (spurious, out-of-band and cabinet radiations) shall remain within limits indicated under all applicable recommendations and technical specification set out by NICTA.

The table below shall be used as the basic requirements for measurement.

Emission	**Limit**
±120kHz to ±240kHz from the centre frequency	-25 dBc
±240kHz to ±600kHz from the centre frequency	-35 dBc
Outside centre frequency ±600kHz	-(43 + 10log p) dBc, where p = transmitter output power in watts, Or -80 dBc, whichever is less stringent

5.7. Radio Frequency Radiation

The transmitter shall operate while ensuring that the specific exposure limits are in conformity with the specified EMF exposure limits as set in NICTA EMF Exposure Guideline.

5.8. Electromagnetic Compatibility

Where applicable, the equipment used in the transmission system shall comply to common requirements for Electromagnetic Compatibility as specified by NICTA Technical Standard for EMC Safety Requirements for ICT Equipment.

5.9. Cabinet Radiation

Cabinet radiation emissions at any frequency shall be as least 54 dB below the calculated field strength reference level.

5.10. Frequency Assignments

a) The frequency selection range for broadcast radio stations operating in PNG, starts at 88.1 MHz to 107.9 MHz, within a given bandwidth of 200kHz.

b) The frequency assignment of a particular stations' transmitter shall be assigned to the licensee by NICTA.

5.11. Carrier Frequency Tolerance

The following tolerance limits shall apply:

FM Broadcast Station Operating Power	Tolerance Limits
More than 50 W	±2000Hz
Less than 50 W	±3000Hz

5.12. Field Strength

The following minimum usable field strength values are considered to provide adequate reception in the absence of other radio services as estimated on a receiver height of 10 m above ground level.

Environment	**Mono**	**Stereo**
Rural	48 dBμV/m	54 dBμV/m
Suburban	60 dBμV/m	66 dBμV/m
Urban	70 dBμV/m	74 dBμV/m

5.13. Effective Radiated Power

a) The ERP proposed on the transmission site shall not exceed the maximum field strength as specified in 4.1.

b) If ERP is causing interference on other FM services or nearby frequencies, the required ERP and maximum height of antenna has to be reduced.

5.14. Audio Frequency Response

The following reference limits shall apply on either stereophonic or monophonic broadcasting.

Frequency	Limit
30 Hz	±0.5 dB
63 Hz	±0.5 dB
125 Hz	±0.5 dB

400 Hz	Reference
1.0 kHz	±0.5 dB
3.15 kHz	±0.5 dB
5.0 kHz	±0.5 dB
7.5 kHz	±0.5 dB
10 kHz	±0.5 dB
15 kHz	±0.5 dB

5.15. Audio Harmonic Distortion

The following harmonic distortion limited shall apply:

Frequency	**Limit**
40 Hz	0.5 %
400 Hz	0.5 %
4.0 kHz	0.5 %

5.16. Unweighted Noise

The unweighted noise limit must not exceed – 65 dB

5.17. Transmitter Antenna

a) Installation

i) Correct antenna placement must be observed. Stainless steel mast should be used to properly pass stray RF current away from the antenna and provide proper support.

ii) Installation of the antenna system and supporting structure must not impose any risk to human life in terms of electromagnetic radiation effects, interference to other services and/or air navigation services.

b) Radiation Pattern

i) Antenna designs may provide for either an omni-directional or a directional horizontal radiation pattern. The selection of horizontal pattern in azimuth, the amount of beam tilt and null fill must be taken into consideration or controlled to achieve better coverage area.

ii) On the vertical radiation pattern, consideration must be given to the following:

aa) It may be necessary to limit the radiation at the high depression angles, to avoid high field strengths very close to the transmitter; and

ba) A more detailed specification of the vertical radiation pattern may be necessary either to optimize field strengths or to reduce the difference between the field strengths produced by the proposed antenna and the antennas of other services.

c) Polarisation

The use of mixed polarization is preferred, but horizontal and vertical can be considered when there are compelling reasons. NICTA should be notified with regard to the polarization of radiated signals

5.18. Interference Protection Ratios

The following protection ratios shall be used against noise and interference, and in the case of fluctuating noise or interference, by the percentage of time during which the quality must be ensured, in reference to different interference scenario.

a) Co-Channel and adjacent channel interference between VHF – FM services

Protection ratio (dB) using maximum frequency deviation of ±75 kHz

Carrier Frequency Spacing (kHz)	**Monophonic**		**Stereophonic**	
	Steady interference	**Tropospheric interference**	**Steady interference**	**Tropospheric interference**
0	36	28	45	37
100	12	12	33	25
200	6	6	7	7
300	-7	-7	-7	-7
400	-20	-20	-20	-20

SCHEDULE B

Minimum Customer Take-Up

The Contractor shall introduce user/listener awareness and outreach initiatives sufficient to achieve at least 10% listenership for the broadcast services among the populations of the communities to be served, within one year of Contract Signature.

SCHEDULE C

Geographic Service Locations and Award Criteria

a) Bidders shall include with their bids, precise descriptions of the specific geographic locations and populations to be covered by the Mandatory Services.

b) The project locations designated as eligible for the Project constitute a number of provinces identified to lack radio broadcasting services as specified in the table below.

No	Province	Region		
No	**Site Name**	**Budget**	**Lot**	**Lot Budget**
1	Esa'ala	K365,000.00	6	K695,000.00
2	Ijivitari	K330,000.00	6	

c) Unserved Areas: Only proposed new service locations that are outside of, and at least 5.0 km distant from the boundaries of signal coverage of existing or planned radio broadcasting services will be considered for proposal evaluation purposes, including locations scheduled to receive coverage under recent previous NICTA subsidized projects. Bidders shall submit, as part of their bid, data necessary to confirm their own existing network (FM/AM broadcast) geographic and population coverage throughout PNG, regardless of whether they submit a bid for each project location, to assist NICTA in determining coverage eligibility. Bidders shall warrant that

i) the data they submit to confirm their existing network coverage is true as of the date the Bidder submits its bid, and

ii) their bid does not include areas in which the Bidder otherwise plans to roll out broadcast coverage within the next 12 months.

d) Bid Proposals: A contract will be awarded to each bidder, for services to be delivered to the project locations.

e) Bidders shall indicate in their proposals the specific Unserved Areas within a given project location in which they will provide services, if selected, for the proposed subsidy amount. Proposed locations must be identified by all available geographic and administrative demarcations, such as the geo coordinate of the locations, area boundaries, the names of towns and villages, and any defining borders, roads, and other identifiable characteristics. Bidders must include precise maps with their proposals clearly identifying the anticipated coverage areas. These shall include the specific number and location of all existing and proposed transmitters to be upgraded or deployed as part of the bidder’s proposal. Bidders must also provide precise maps clearly identifying existing coverage of their networks by technology.

f) For each proposed geographic coverage area, the bidder shall also identify the total Unserved population inhabiting all communities within the area. NICTA will verify all proposed coverage boundaries and population estimates in its review of proposals.

SCHEDULE D

Financial Agreements

a) The Contractor will receive subsidy payments from NICTA for verified completion of project implementation milestones. Subsidy payments are intended to supplement investments by the Contractor, not to cover all costs of operations.

b) Payments will be disbursed from NICTA to the Contractor upon completion of specific implementation milestones, as certified by the Independent Verification agent. Payment milestones will be indicated in the table below:

#	Milestone	Targets	Disbursement
1	Contract Signature	0 Month	40%
2	Start of Installations (commencement)	1 month	
3	50% of target locations installed and operational	3 months	20%
4	3 months operations prior to commissioning completed for all sites	7 months	10%
5	Inspection and commissioning of sites	9 months	10%
6	12 months continuous operation at full capacity	12 months	20%

Table 1: Payment disbursement schedule

c) Total subsidy for the projects is K695,000.00. Total value of contracts awarded through this bid shall not exceed the total subsidy.

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SECTION V – BID FORMS

Bidder Information and Qualification Form

The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitution shall be accepted.

Date: Insert date. of Bid Submission

Bid No.: **UAS5050-RFP-BRL6**

1. Bidders Name:		
2. In case of JV, legal name of each member:		
3. Bidder's actual or intended country of registration:		
4. Bidder's address in country of registration:		
5. Bidder's year of registration:		
6. Bidder's Authorized Representative Information:	*Name:*	
	Address:	
	Phone:	
	Fax:	
	Email:	
7. Original documents attached [check box(es) of attached documents]	☐	*Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.*
	☐	*In case of JV, letter of intent to form JV or JV agreement.*
	☐	*Documentary evidence in accordance with ITB 16 establishing the Bidder's eligibility to bid* - *Operator licences* o *Network Licence* o *Content Licence* - *Radiocommunication licences* o *Spectrum Licence* o *Apparatus Licence* - *Documentation showing compliance to licence terms and conditions*
	☐	*Documentary evidence in accordance with ITB 17 establishing the conformity to the bidding documents of the of all goods and services which the Bidder proposes to supply under the contract.* - *a detailed item by item description of the essential technical and*

		performance characteristics of the services; - *if applicable, a statement of deviations and exceptions to the provisions of the Technical Requirements.*
	☐	*Documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the contract if its Bid is accepted*

Bid Submission Form

The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitution shall be accepted.

Date: Insert date. of Bid Submission

Bid No.: **UAS5050-RFP-BRL6**

To: **National Information and Communications Technology Authority**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: Insert Addenda No.;

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Technical Requirements Section (Section VI) the Mandatory Services to the following locations listed in the table below.

(c) The total population coverage that our proposal would achieve, and the proposed subsidy price for this coverage, in accordance with the Bidding Documents, is:

Total Population Coverage				
Province	**District**	**Local Level Government (LLG)**	**Population**	**Bid Price**

(d) Our Bid shall be valid for the period of time specified in ITB 19.1, from the date fixed for the bid submission deadline in accordance with ITB 23, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the Papua New Guinea laws or official regulations, in accordance with ITB 4.4;

(f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.

(g) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signature: ____________________________

Name: ____________________________

Title: ____________________________

Duly authorized to sign for and on behalf of:

Insert name of Bidder

Dated on insert day day of insert month, 2026

Bid Securing Declaration Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid No.: *[insert number of bidding process]*

To: ____________________

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with NICTA for the period of time of **three (3) years starting on [date month], 2026***,* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Bid Submission Form; or

(b) having been notified of the acceptance of our Bid by NPC during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB 39.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: ____

In the capacity of: ____

Name: ____

Duly authorized to sign the Bid for and on behalf of: ____________________

Dated on ____________ day of __________________, _______
Corporate Seal (where appropriate)

PART 2 – CONTRACT

SECTION VI – GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1. Definitions

a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

b) The Adjudicator is the person appointed jointly by NICTA and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;

c) "Activity Schedule" is the price and completed list of items of Services to be performed by the Contractor forming part of its Bid;

d) "Completion Date" means the date of completion of the Services by the Contractor as certified by NICTA;

e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached;

f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

g) "Contractor" is the entity or firm whose Bid to provide the Services has been accepted by NICTA;

h) "Contractor's Bid" means the completed bid documents submitted by the Contractor to NICTA;

i) "GCC" means these General Conditions of Contract;

j) "Party" means NICTA or the Contractor, as the case may be, and "Parties" means both of them;

k) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

l) "Specifications" means the specifications of the service included in the bidding document submitted by the Contractor to the Purchaser

m) "Services" means the work to be performed by the Contractor pursuant to this Contract and in the Specifications and Activity Schedule included in the Contractor's Bid.

n) "Subcontractor" means any entity to which the Contactor subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2. Language

This Contract has been executed in the English language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.3. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, facsimile or email to such Party at the address specified in the SCC.

1.4. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Contractor may be taken or executed by the officials specified in the SCC.

1.5. Inspection and Audit by NICTA

The Contractor shall permit NICTA to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by NICTA, if so required by NICTA.

1.6. Taxes and Duties

The Contractor shall pay such taxes, duties, fees, and other impositions as may be required under the relevant laws, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

2.2. Commencement of Services

a) Roll-out Schedule

Before commencement of the Services, the Contractor shall submit to NICTA for approval a Roll-out Schedule showing the general methods, arrangements, order and timing for all activities to be carried out under this Project.

b) Starting Date

The Contractor shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

2.3. Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Contractor shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Contractor does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of NICTA as the case may be, has been obtained.

2.5. Force Majeure

a) Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

b) No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

c) Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

d) Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination By NICTA

a) NICTA may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.(a):

i) if the Contractor does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;

ii) if the Contractor become insolvent or bankrupt;

iii) if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

iv) if the Contractor, in the judgment of NICTA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

aa) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ba) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

ca) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

da) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

ea) "obstructive practice" is

i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

ii. acts intended to materially impede the exercise of NICTA's inspection and audit rights.

2.7. Termination by the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.7:

a) if NICTA fails to pay any monies due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue; or

b) if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.8. Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, NICTA shall make the following payments to the Contractor:

a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Contractor

3.1. General

The Contractor shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Subcontractors or third parties.

3.2. Conflict of Interests

a) Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor pursuant to Clause 6 shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

b) Prohibition of Conflicting Activities

Neither the Contractor nor its Subcontractors shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in which would conflict with the activities assigned to them under this Contract;

ii) during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

iii) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3. Confidentiality

The Contractor, its Subcontractors, or either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, without the prior written consent of NICTA.

3.4. Insurance to be Taken Out by the Contractor

The Contractor (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by NPC, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at NICTA's request, shall provide evidence to NICTA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Contractor's Actions Requiring NICTA's Prior Approval

The Contractor shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services;

b) changing the Program of activities; and

c) any other action that may be specified in the SCC.

3.6. Reporting Obligations

The Contractor shall submit to NICTA the reports and documents as specified and or requested by NICTA.

3.7. Documents Prepared by the Contractor to be the Property of NICTA

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Contractor in accordance with Sub-Clause 3.6 shall become and remain the property of NICTA, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to NICTA, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.8. Liquidated Damages

a) Payments of Liquidated Damages

The Contractor shall pay liquidated damages to NICTA at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. NICTA may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

b) Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, NICTA shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

c) Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified by NICTA, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC.

3.9. Performance Security

a) Performance Security is applicable and shall be ten percent (10%) of the total Contract Price and in the form of one (1) of the following Performance Security options:

b) 10% in the form of an Unconditional Bank Guarantee as specified in Section VIII of the Contract; or

c) 10% in the form of a Performance Bond; or

d) 10% in the form of an Unconditional Guarantee Letter from a Licensed Financial Institution or Licensed Assurance Institution; or

e) 10% in the form of a Cash Security deposit to be paid into the Agency's operational account.

f) The Contractor shall provide the Performance Security to the Agency within fourteen (14) days from the date of the signing of the Contract, and shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond or Cash Security Deposit.

4. Obligations of NICTA

4.1. Assistance and Exemptions

NICTA shall use its best efforts to ensure that the Government shall provide the Contractor such assistance and exemptions as specified in the SCC.

5. Payments to the Contractor

5.1. Lump-Sum Remuneration

The Contractor's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Contractor in carrying out the Services. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

5.2. Contract Price

The Contract Price is set forth in the SCC;

5.3. Payment for Additional Services, and Performance Incentive Compensation

a) For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

b) If the SCC so specify, the Contractor shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

5.4. Terms and Conditions of Payment

Payments will be made to the Contractor according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor submitting an invoice to NICTA specifying the amount due.

6. Quality Control

6.1. Identifying Defects

The principle and modalities of Inspection of the Services by NICTA shall be as indicated in the SCC. NICTA shall inspect the Contractor's performance and notify the Contractor of any Defects that are found. Such inspection shall not affect the Contractor's responsibilities. NICTA may instruct the Contractor to search for a Defect and to uncover and test any service that NICTA considers may have a Defect. Defect Liability Period is as defined in the SCC.

6.2. Correction of Defects, and Lack of Performance Penalty

a) NICTA shall give notice to the Contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

b) Every time notice a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by NICTA.

c) If the Contractor has not corrected a Defect within the time specified by NICTA, NICTA will assess the cost of having the Defect corrected, the Contractor will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

7. Settlement of Disputes

7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2. Dispute Settlement

a) If any dispute arises between NICTA and the Contractor in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other;

b) The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute;

c) The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between NICTA and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding;

d) The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC;

e) Should the Adjudicator resign or die, or should NICTA and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by NICTA and the Contractor. In case of disagreement between NICTA and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

SECTION VII- SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions to the Contract (SCC) shall complement and/or amend the General Conditions to the Contract (GCC). In case of conflict, the dispositions stipulated here shall prevail over those of the GCC. [NOTE: Clauses will be incorporated upon negotiations with successful Bidder(s).]

GCC 1.2	The applicable law is: **The Independent State of Papua New Guinea;**
GCC 1.3	The language shall be **English**;
GCC 1.4	For notifications, the address of the Purchaser is: Chief Executive Officer **National Information and Communication Technology Authority** PO Box 8227, Boroko, NCD, Papua New Guinea
GCC 1.6	Authorized representatives of the Contractor shall be: ***TO BE ADDED*
GCC 2.1	The date on which this Contract shall come into effect is [**27, November, 2026**]
GCC 2.2.2	The Starting Date for the commencement of Services [**27, November, 2026**]
GCC 2.3	The Intended Completion Date is [**29, November, 2027**]
GCC 3.2.3	Activities prohibited after termination of this Contract are: The Purchaser reserves the right to determine on a case-by-case basis whether the Contractor should be disqualified from providing goods, works or non-consulting services due to a conflict of interest.
GCC 3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle Third Party motor vehicle liability insurance in respect of motor vehicles operated in PNG by the Consultant or its Experts or Sub-consultants, with a minimum **coverage *in accordance with the applicable law in the Client's country***; (ii) Third Party liability insurance, with a minimum coverage of K500,000; (iii) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (iv) Professional liability **Professional liability insurance, with a minimum coverage of** One Million Kina (v) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's

	property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services
GCC 3.5	The other actions are _________. ***TO BE ADDED*
GCC 3.7	Restrictions on the use of documents prepared by the Contractor are: The Contractor shall not use any reports as per the contract deliverables for purposes unrelated to this Contract without the prior written approval of the Purchaser.
GCC 3.8.1	The liquidated damages rate is 0.5% of the Contract Price.
GCC 3.8.3	The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(i.e.) is 20% of the cost in correcting the defect;
GCC 5.1	The assistance and exemptions provided to the Contractor are: **TO BE DEMETERMINED;
GCC 6.2	The amount in local currency is *[insert amount and currency].* The amount in foreign currency or currencies is *[insert amount and currency].* ***TO BE ADDED*
GCC 6.3.2	The performance incentive paid to the Contractor shall be: *[insert]**TO BE ADDED*
GCC 6.4	Payments shall be made according to the following schedule: • Advance for Mobilization, Materials and Supplies: **40%** percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: ➢ **1st Progress Payment: 20%** upon 50% of locations installed and operational (See Schedule C –Section IV – Technical Requirements) ➢ 2nd **Progress Payment: 10%** upon 100% of locations installed and operational (See Schedule C –Section V – Technical Requirements) ➢ **3rd Progress Payment: 10%** upon inspection and commissioning of site (See Schedule C –Section V– Technical Requirements) ➢ **4th Progress Payment: 20%** upon twelve months continuous operation at full capacity and 10% take-up (See Schedule D –Section IV – Technical Requirements) Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date. • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. The bank deposit for the advance payment shall be released when the advance payment has been fully amortized.

GCC 6.6	Price adjustment is NOT APPLICABLE in accordance with Sub-Clause 6.6.
GCC 7.1	The principle and modalities of inspection of the Services by the Employer are as follows: NICTA may at its discretion verify the project inplementation or appoint a qualified person to serve as an Independent Verification Agent for the projects to be implemented under this program, with responsibility to evaluate and certify the compliance of contracted operators with their service delivery obligations. The Independent Verification Agent shall have the following responsibilities described in Section VI – Technical Requirements, para. 13 – Independent Verification Agent. The Defects Liability Period *is 12 months* after contract completion.
GCC 8.2.3	The Adjudicator proposed by the Employer is the person to be nominated by the Institute of Engineers, PNG. The hourly fee for this proposed Adjudicator shall be provided by the Institute of Engineers, PNG. The reimbursable expenses will be agreed with the Adjudicator.
GCC 8.2.4	The dispute resolution process, in accordance with Clause 10.2 of the GCC, will be as follows: If a dispute arises between the Purchaser and the Contractor, either during the execution of the contract or after its termination, the matter **shall be brought before the arbitrator within 14 (fourteen) days** of notification of disagreement from one part to the other. The arbitrator will be nominated on agreement by both parties. Should the parties not agree on this nomination, any one or both parties will request the relevant authority in Papuan New Guinea to nominate an arbitrator with 30 (thirty) days of receiving the request. The arbitrator **shall give a written decision with 28 (twenty-eight) days** of receiving notification of a dispute. Should the arbitrator resign or die, or if the Purchaser and the Contractor agree that the arbitrator is not operating in accordance with the dispositions of the Contract, the Purchaser and the Contractor will nominate jointly **a new arbitrator within 14 (fourteen) days.** In case of disagreement between the Purchaser and the Contractor, **the new arbitrator shall be nominated** upon request from any of the parties **by the relevant authority in Papua New Guinea 30 (thirty) days of receiving the request.** The arbitrator shall be paid on an hourly basis, and will be reimbursed expenses incurred in activities related to the investigation on the topic of the dispute. This cost shall be divided equally between the Purchaser and the Contractor, independently of the decision rendered by the arbitrator.
8.2.5	The designated Appointing Authority for a new Adjudicator is *the Institute of Engineers, PNG.*

SECTIONS VIII – CONTRACT FORMS

Letter of Acceptance

Letter head paper of the Employer

Insert date

To: Name and address of the Contractor

This is to notify you that your Bid dated date for execution of the *Name of the Contract and Identification Number, as given in the Special Conditions of Contract* for the Contract Price of the equivalent of *amount in numbers and words* name of currency, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

> ***Note:*** *Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Employer.*

We confirm that Insert name proposed by Purchaser in the Bidding Data,

or

We accept that Name proposed by bidder be appointed as the Adjudicator

or

We do not accept that Name proposed by bidder be appointed as Adjudicator, and by sending a copy of this letter of acceptance to Insert the name of the Appointing Authority, we are hereby requesting Insert name, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: ______________________________

Name and Title of Signatory: ______________________________

Name of Agency: ______________________________

Attachment: Contract

Form of Agreement

AGREEMENT

THIS AGREEMENT made the __________________ day of ________________________ 20 _______ between ____of __________________________________ (hereinafter called "NICTA") of the one part and ____ of _______________________________ (hereinafter called "the Contractor") of the other part.

WHEREAS the NICTA is desirous that certain Services should be provided by the Contractor, viz. and has accepted a Bid by the Contractor for the execution and completion of such Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

   (a) this Form of Agreement;
   (b) the Special Conditions of Contract;
   (c) the General Conditions of Contract;
   (d) the Technical Requirements (Section VI of the Bidding Documents
   (e) the Bid presented by the Contractor;
   (f) the award notice.

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to execute and provide the Services included in the Technical Requirements Section, under the term, quality and coverage indicated; in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of such Services at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ______________________________ was hereunto affixed in the presence of:
____ or ____

Signed, sealed, and delivered by the said ____
in the presence of: ____

Binding Signature of NICTA ____

Binding Signature of Contractor ____

Performance Security (Unconditional)

To: ______________________

Whereas _________________ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _________ dated _________ to execute _________________________ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Security Deposit for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Performance Security;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _________, _________, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _________________ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank: ____________________________________

Address: ____________________________________

Date: ____________________________________