

**NATIONAL INFORMATION & COMMUNICATIONS  
TECHNOLOGY AUTHORITY  
PAPUA NEW GUINEA**



**INVITATION TO TENDER  
FOR  
CONSULTANCY SERVICES RELATING TO THE  
IMPLEMENTATION OF MOBILE NUMBER  
PORTABILITY IN PAPUA NEW GUINEA**

**14 February 2022**

# Table of Contents

## Table of Contents

- INTRODUCTION..... 2
- 1. BACKGROUND ..... 3
  - a. Regulation of ICT sector in PNG..... 3
  - b. Legislative requirements in relation to MNP ..... 3
  - c. 2016-17 MNP Public Inquiry ..... 3
  - d. Recommendations to the Minister..... 3
- 2. SCOPE OF SERVICES..... 8
- 3. PART A: INSTRUCTIONS TO TENDERERS ..... 12
- 4. PART B: REQUIREMENTS OF TENDERERS ..... 15
- 5. PART C: TENDER EVALUATION..... 16
  - a. Eligibility Criteria ..... 16
- 6. PART D: CONTRACT AWARD ..... 16
- 7. APPENDIX 1: TENDER EVALUATION CRITERIA ..... 18
  - (a) Prequalification ..... 18
  - (b) Technical Evaluation ..... 19
  - (c) Financial Criteria..... 19
  - (d) Overall Score ..... 19
- 8. APPENDIX 2: CERTIFICATE OF NON-COLLUSION ..... 21
- 9. APPENDIX 3: TENDER RESPONSE FORM..... 23
- 10. APPENDIX 4: DRAFT CONTRACT ..... 25

## INTRODUCTION

This Invitation to Tender (ITT) relates to **Consultancy Services relating to the implementation of Mobile Number Portability (“MNP”) in Papua New Guinea**. It outlines the general requirements, scope of services and instructions to tenderers and is being issued for eligible Consultants to submit proposals in response to the published tender notice.

The full set of Tender Documents consists of the following:

1. BACKGROUND
2. SCOPE OF SERVICES
3. PART A: INSTRUCTIONS TO TENDERERS
4. PART B: REQUIREMENTS OF TENDERERS
5. PART C: TENDER EVALUATION
6. PART D: CONTRACT AWARD
7. APPENDIX 1: TENDER EVALUATION CRITERIA
8. APPENDIX 2: CERTIFICATE OF NON-COLLUSION
9. APPENDIX 3: TENDER RESPONSE FORM
10. APPENDIX 4: DRAFT CONTRACT

## **1. BACKGROUND**

### **a. Regulation of ICT sector in PNG**

The ICT regulatory agency in PNG is the National Information and Communications Technology Authority (“NICTA”) which was established under the *National Information and Communications Technology Act, 2009* (the “Act”). The functions, duties and powers of NICTA are to be found in the Act, a copy of which may be found on NICTA’s website at [www.nicta.gov.pg/legislative/acts/](http://www.nicta.gov.pg/legislative/acts/).

### **b. Legislative requirements in relation to MNP**

Section 189 of the Act requires that NICTA shall hold a public inquiry under Section 230 of the Act and publish a discussion paper identifying the costs and benefits of the implementation of MNP in PNG. Section 189 further requires that, following receipt of submissions on the discussion paper, NICTA shall prepare a final report for the Minister identifying:

- (a) NICTA’s recommendation whether the national numbering plan should be amended to implement [MNP] in [PNG] in any form; and
- (b) the basis of NICTA’s recommendation; and
- (c) if the recommendation is to implement [MNP] in [PNG] in some form, the proposed form of rules and/or amendments to the national numbering plan to implement that form of mobile number portability; and
- (d) the costs and benefits of implementing that form of [MNP].”

### **c. 2016-17 MNP Public Inquiry**

In 2016 NICTA undertook a public inquiry into MNP. The Discussion Paper was published on 7 October 2016. Substantial consultation occurred with the industry during 2016 and 2017. A Recommendation Report, which was also a final report under Section 235 of the Act was prepared for the Minister on 6 October 2017. All documentation associated with the Public Inquiry has been published on the NICTA website and may be found at <https://www.nicta.gov.pg/2016/10/mobile-number-portability/>

### **d. Recommendations to the Minister**

NICTA’s conclusions were based on a cost benefit analysis by consultants of various approaches to MNP that might be considered in PNG. Most of the approaches, based on the assumptions adopted by the consultants, resulted in net benefits, but the scale of the net benefits varied.

In the event NICTA recommended to the Minister that MNP should be implemented in PNG but not before such time as NICTA certifies that a Triggering Event(s) has occurred, and only after a subsequent request has been made for porting of mobile service numbers by an operator entitled to make such a request, but not otherwise.

A Triggering Event was defined in the Recommendation Report as the event, or last of a number of events, that causes the pre-conditions to be met so that a licensed operator entitled to request porting of mobile service numbers from another licensed operator in PNG may do so.

A Triggering Event could be either:

- (a) the issue of a licence to a new entrant mobile network operator with resources that enable that operator to compete effectively with current market operators; or
- (b) the financial strengthening of Kumul Telikom to enable it to compete effectively and sustainably in the PNG mobile services market, as well as demonstrate it can fund the requisite network/ system investments to support the MNP service.

This approach was adopted because the introduction of MNP into the PNG mobile services market at the time of the study, bearing in mind the state of competition, may well have reinforced the substantial market strength of the dominant mobile operator without delivering the other benefits associated with MNP or creating a more competitive environment for the benefit of mobile service customers and users.

The Recommendation Report set out criteria for each of the Triggering Events identified. NICTA has subsequently been informed by a substantial regional mobile services provider that it intends to enter the PNG mobile market in 2022 and plans substantial network investments at that time. The first category of Triggering Event will have occurred and it is in anticipation of that happening that this invitation to tender has been issued.

The Recommendation Report anticipated that detailed operating rules for the implementation of MNP would be prepared after a triggering Event had occurred or, in the present case, have been anticipated by NICTA.

The Recommendation Report proposed the formation of an MNP Coordination Committee to ensure that would oversee and ensure that MNP implementation occurred and that all affected stakeholders would be represented and engaged in the MNP operational planning and delivery.

Other important aspects of MNP considered in the report were:

**“Recipient-led MNP**

“MNP shall be Recipient-led in PNG – that is, the porting customer shall agree a limited power authorising the Recipient Operator to close the customer’s account with the Donor Operator and to arrange the porting the customer’s number to the Recipient Operator’s network. Porting initiation should be limited to a face-to-face interaction between the customer requesting porting and a sales representative of the Recipient operator. Thus, porting initiation should not be permitted by a remote channel, such as online or via a call centre.

**“Centralised Porting Solutions**

“A centralised number database solution might be more appropriate for PNG in the longer term, but that if porting is confined initially to two mobile operators, then a decentralised approach may be appropriate while that situation continues.

“The number database issue is one that NICTA will consider with the proposed MNP Coordination Committee.

### **“Routing of Calls and SMS**

“All licensed operators that originate calls or receive calls shall be responsible for routing such calls to the correct network, whether the number called has been ported or not. As a minimum all operators must make arrangements for this and may rely on OR (onward routing) and compensate Donor Operators to forward calls. Alternatively, operators may establish All Call Query direct routing.

“NICTA shall refer the routing of SMS messages to the proposed MNP Coordination Committee to consider the best approach to be taken.

### **“Cost Recovery**

“Each operator should be responsible for its own establishment/setup costs and that such costs should not be recovered from other operators or consumers, including the costs associated with establishing and maintaining its own database of numbers.

“If a decision is made at a later date, after consultation with the proposed MNP Coordination Committee, to establish a centralised database for the industry, the MNP Coordination Committee will be requested by NICTA to consider how establishment costs might be recovered and how usage costs might be set.

“No charges may be imposed on customers who port their numbers.

### **“Porting Times**

“Mobile numbers shall be ported within one working day measured from the time when the Donor operator is made aware of the porting of the customer’s number, via a porting request from the Recipient Operator.

### **“Validation of Porting Requests**

“The information transferred during the porting process between the Recipient and Donor Operators should be limited to:

- (a) Mobile Station Integrated Services Digital Network (MSISDN) identification or number to be ported;
- (b) Confirmation by the Recipient Operator, that the validation process has been completed correctly;
- (c) Current service type with the Donor operator, i.e., Pre-Pay or Post Paid; and
- (d) Name of the Donor Operator.

### **“Porting customer debts**

“The porting process should not be considered to be part of debt management by the Donor Operator. Outstanding debt at the time of porting should not be reason for a Donor operator to reject a porting request, as long as the customer’s number/ account was not barred or suspended from making calls/ sending SMS, at the time porting request was initiated.

“Customers need to be made aware of their absolute obligation to settle outstanding debts and charges to the Donor Operator, and that such charges may also include any early termination fees applicable to their service or contract.

**“Winback protection**

“Donor Operators may not seek to winback or otherwise dissuade porting customers from porting through direct contact with those customers for 60 days after a porting agreement has been advised by the Recipient Operator to the Donor Operator. This prohibition does not apply to debt recovery.

**“Customer Porting Restrictions**

“A customer who has ported a mobile number to a Recipient Operator may not port that number to another operator within a period of 60 days from the initial port.

**“Target for the commencement of MNP**

“Once a valid request for MNP has been made by a mobile services operator entitled to do so, NICTA and the MNP Coordinating Committee shall seek to enable all preparations to be completed to enable MNP to commence within 12 calendar months of the request date.

**“Requests for Porting by Other Licensed Operators**

“A licensed mobile operator that has received a valid request to port mobile service numbers from another licensed mobile service operator entitled to make such a request may require that other licensed mobile service operator to reciprocate and to port mobile service numbers to it.

“Once MNP has commenced between any operators in PNG any other licensed mobile service operator may request porting of mobile service numbers from such operators to commence within a period of 3 calendar months from the date of the request.

**“Proposed Steps for MNP Implementation in PNG**

“The sequence of steps set out in [the table below] assumes that the Minister has sought submissions from the public pursuant to Section 189(5) of the Act, and released a public report identifying the extent to which the Minister agrees with the recommendations and the reasons for any recommendations not being accepted.

### ***“Steps for MNP Implementation in PNG”***

- |   |   |
|---|---|
| <ol style="list-style-type: none"><li>1. NICTA prepares draft MNP Rules</li><li>2. Public consultation on MNP rules (Sections 219 and 229 of the Act)</li><li>3. Finalise and Gazette MNP Rules</li><li>4. On request from New Entrant or Kumul NICTA determines whether a Triggering Event has occurred</li><li>5. If NICTA determines a Triggering Event has occurred, New Entrant or Kumul may require that Digicel ports mobile service numbers to them, and Digicel may require same</li></ol> | <ol style="list-style-type: none"><li>6. Once there is a request for MNP, NICTA establishes MNP Coordinating Committee to assist with specifications and detailed procedures</li><li>7. MNP commences within 12 months of request (Step 5) or such other date as determined by NICTA (after taking advice from the Committee)</li><li>8. MNP starts between Digicel and New Entrant, or between Digicel and Kumul</li><li>9. Other operators may request MNP with porting operators from date of MNP starting, to be implemented within 3 calendar months</li></ol> |
|---|---|

There is a reference in the quoted text of the Recommendation Report, above, to Section 189(5) of the Act. This sub-section provides that, where NICTA recommends implementation of MNP, the Minister should seek submissions from the public on whether the Minister should accept NICTA’s recommendations. The Minister has not yet sought submissions under Section 189(5). This is justified, since the Trigger Events had not occurred in 2017 and the recommendations were conditional. However, the requirement needs to be met at an appropriate future time.

All of the above recommendations were considered to be appropriate at the time they were made and in the circumstances at the time. It is expected that they will still apply in the circumstances that apply in 2022, but they are capable of being amended for good cause if the review that is now being undertaken suggests that, or by the MNP Coordination Committee, once established, considers that some adjustment might be appropriate or required.

## 2. SCOPE OF SERVICES

The consultancy is to assist NICTA to implement MNP in PNG, subject to Ministerial and other approvals, and to prepare assessments and reports, and to participate as advisers on the MNP Coordination Committee. The period of the consultancy shall extend beyond the launch of MNP to ensure that it is being implemented appropriately.

The consultancy will be divided into four Phases, and approval to proceed to the next Phase shall be dependent on the formal written approval of NICTA following the completion of the preceding Phase, in each case.

The Phases are:

### **Phase 1: Confirmation**

During this Phase the Consultant will:

- (a) Review the conclusions and recommendation of NICTA's 2016-2017 review to determine whether they continue to apply in 2022, and recommend whether or not it would be appropriate for NICTA to proceed on that base;
- (b) To the extent that the Consultant considers that the conclusions and recommendations of the previous review are no longer appropriate, the Consultant shall indicate changes to the conclusions and recommendations that should be made; and
- (c) Prepare a report on the matter for consideration by NICTA.

#### **Comments on Phase 1:**

This Phase is not a new public inquiry nor a new review. It is essentially a desk review of the 2016-17 review using the materials on the NICTA website, and additional industry data for period since then that may be necessary to consider whether or not it would be appropriate to proceed on the basis of the 6 October 2017 Recommendation Report to the Minister, with or without adjustments.

It is not intended to undertake stakeholder consultation during this Phase. All of the recommendations in the 6 October 2017 report will need to be reviewed as part of this Phase.

It is anticipated that Phase 1 will take around 6 weeks, not including the deliberations of NICTA in considering the report from the Consultant.

### **Phase 2: Planning and Formal Approval**

During this Phase the Consultant will:

- (a) Prepare draft MNP rules consistent NICTA's approval of the Consultant's report at the conclusion of Phase 1, including any changes made by NICTA. The draft Rules shall be comprehensive and sufficient to enable the MNP Coordination Committee, once established, to make administer and oversee implementation of MNP;
- (b) Prepare the draft Rules in a format that will enable Gazettal and inclusion in the National Numbering Plan;
- (c) Include in the content of the MNP Rules (without limitation):

- i. Changes to any part of the National Numbering Plan that is required for consistent incorporation of MNP;
  - ii. Definitions of all key terms;
  - iii. Scope of the Rules;
  - iv. Eligibility for porting;
  - v. Functions and responsibilities of all parties involved in porting a service number;
  - vi. Messaging and confirmations required for porting a service number;
  - vii. Time scales;
  - viii. Database management and updates;
  - ix. Reasons that justify rejection of a porting request by service providers;
  - x. Reporting;
  - xi. Winback prohibitions; and
  - xii. Sanctions and penalties;
- (d) Prepare a draft Consultation Paper for public consultation on the draft MNP Rules;
  - (e) Amend and finalise the Consultation Paper and draft MNP Rules taking into NICTA comments on drafts;
  - (f) Conduct, if required by NICTA, a presentation to the industry and other stakeholders on the draft MNP Rules as part of the public consultation, using electronic meeting techniques if appropriate;
  - (g) Assess the written submissions of respondents in the public consultation;
  - (h) Prepare a final recommendation report that meets the requirements of Section 189(4) of the Act for NICTA to submit to the Minister;
  - (i) Assist NICTA to address the needs of and clarifications required by the Minister after submission of the recommendation report, including assisting as required with the public submission process required of the Minister under Section 189(5) of the Act;
  - (j) Assist NICTA to prepare any part of the public report that the Minister is required to prepare under Section 189(6) of the Act;
  - (k) Assuming full or partial approval by the Minister, prepare a final version of the MNP Rules that reflects that approval, including omissions, additions and other changes, if any;
  - (l) Based on (k), prepare a draft MNP implementation plan, including the functions and operating procedures for the proposed MNP Coordination Committee; and
  - (m) Provide regular reports on progress and meet with NICTA and its nominated staff and any other consultants, as required.

### **Comments on Phase 2:**

This Phase is potentially a protracted Phase involving at least two public consultations. The minimum period allowed for the public consultations will be 4 weeks, but there has been a practice of extending the deadlines if stakeholders request extensions.

It is difficult to estimate with any confidence the elapsed time for Phase 2, but a minimum of 6 months would be realistic.

### **Phase 3: Implementation and Launch**

During this Phase the Consultant will:

- (a) Assist NICTA to establish the MNP Coordination Committee (“MNPCC”), by whatever name is decided;
- (b) Prepare agendas and plan regular meetings of the MNPCC with NICTA, at intervals determined by NICTA in consultation with MNPCC industry representatives;
- (c) Assist NICTA and the MNPCC to undertake the work required to launch MNP in accordance with the MNP Implementation Plan approved by NICTA at the conclusion of Phase 2;
- (d) Assist MNP to address all issues that arise in the course of implementation and launch; and
- (e) Undertake knowledge transfer and skills development training for NICTA staff and other industry personnel nominated by NICTA, including, in particular, training in the specification of procedures to ensure that porting occurs in an orderly and expeditious manner.

#### **Comments on Phase 3:**

It is difficult to estimate with any confidence the elapsed time for Phase 3, given that the amount of work to be undertaken depends on the detail that has been agreed in the MNP Implementation Plan developed and approved in Phase 2 and on the precise form that implementation is to take. Implementation and launch experience in other countries provides little guidance given the diversity of industry circumstances and the readiness to implement in those other countries.

It is suggested that the MNPCC will need to meet at least monthly, and that a trial launch to test procedures will need to be considered.

### **Phase 4: Monitoring and Review**

During this Phase the Consultant will:

- (a) Participate in MNPCC meetings to assist NICTA with post-launch issues as they arise, including issues associated with porting cycle-times if they do not meet expectation;
- (b) Suggest amendments to Rules and operating procedures that may be required in the light of the initial post-launch experience;
- (c) Prepare and conduct training sessions on MNP skills development and achieving best practice, including on implementation monitoring, dispute reduction and resolution, and process review;
- (d) Prepare a final report on the implementation of MNP in PNG for NICTA and wider publication; and
- (e) Meet with NICTA, prepare other reports and do whatever is required to make MNP a success in PNG.

#### **Comments on Phase 4:**

Experience from administrations in other countries that have introduced MNP suggest that post launch close monitoring and corrective activity is required and could be required for up to a year. Bidders are invited to suggest a period for the Consultant’s continued involvement, but a default would appear to be 6 months. The MNPCC will continue to operate after launch and after cessation of the Consultant’s involvement, but it is likely that meetings will be scheduled at reducing frequency once NICTA is satisfied that the performance of the MNP arrangements is satisfactory and meets the expectations that underpinned the MNP Implementation Plan. As issues decline the agenda of the MNPCC will reduce and

meetings will not be required to be as long or as often as pre-launch and in the immediate post-launch period.

### **Commencement Date and Period of Implementation**

Allowing for approvals and delays that might occur between Phases, the project is expected to begin in the second quarter of 2022 and to be completed within twenty-four (24) months.

### 3. PART A: INSTRUCTIONS TO TENDERERS

1. Tenders shall be submitted in PDF form attached to emails addressed to Chairman, NICTA Supply and Tenders Committee.

**Attention: Mr. Kingsley Madiu**  
Acting Accountant  
NICTA  
P.O. Box 8444,  
BOROKO, NCD,  
Papua New Guinea  
Tel: (675) 303 3200  
Email: [kmadiu@nicta.gov.pg](mailto:kmadiu@nicta.gov.pg)

2. Tenders must be received by NICTA no later than 4.00 PM Papua New Guinea time, on Friday, 25 March 2022
3. Late tenders will not be considered.
4. Tenders shall be submitted in English.
5. Tenders must follow the sequence outlined below in organising the submission:
  - i. Cover Letter
  - ii. Cover Page
  - iii. Table of Contents
  - iv. Tender Response Form (**Appendix 3**, completed)
  - v. Certificate of Non-Collusion (**Appendix 2**, completed)
  - vi. Prequalification Requirements (**Appendix 1, Prequalification**, completed)
  - vii. Technical Proposal
  - viii. Contract (**Appendix 4**, completed)
  - ix. Financial Proposal
  - x. Any Other Supporting Information

The Prequalification Requirements and the Technical Proposal must follow the sequence of the requirements in **Appendix 1: Tender Evaluation Criteria**.

6. All prices tendered must be in United States Dollars (US\$) including all discounts and applicable fees and charges, if applicable (PNG taxes and duties do not apply).
7. All tender prices must be valid for at least **ninety (90)** calendar days from the tender submission date, and shall apply for the duration of the contract in the case of the successful tenderer.

8. Tenderers are required to submit the completed and signed **Appendix 2: Certificate of Non-Collusion**. **A tender will not be considered unless a completed Certificate of Non-Collusion signed by or on behalf of the Tenderer is included in the submission.**
9. All queries and clarifications regarding this tender shall be submitted in writing, preferably via e-mail, and directed to:

**Mr. Polume Lume**  
Manager Economic Regulation  
NICTA  
P.O. Box 8444,  
BOROKO, NCD,  
Papua New Guinea  
Tel: (675) 303 3272  
e-mail: [plume@nicta.gov.pg](mailto:plume@nicta.gov.pg)

10. The deadline date for the submission of queries and requests for clarification from Tenderers is no later than **ten (10)** calendar days before the tender submission date. Responses to queries will be circulated to all parties who obtained the tender documents in the form of an addendum. All addenda issued by NICTA prior to the tender submission date shall be attached to and shall form part of the Tender.
11. Tenders shall be submitted based on the services and terms of reference outlined in the ITT.
12. **Information and Descriptive Literature:** Tenderers must furnish all information requested in the tender.
13. **Tender Preparation and Submission Costs:** All costs associated with the submission of the tender is the sole responsibility of the Tenderer. NICTA shall in no way be liable or obligated for any costs accrued to the Tenderer in submitting the tender.
14. **Scope of Services:** Tenderers shall not submit alternative tenders.
15. **Duration of Assignment:** The assignment is expected to run for a period of approximately twenty-four (24) months.
16. **Reporting:** For the duration of the project, the Consultant will report to the CEO, NICTA or his nominee.
17. **Finance and Payments:** The Tenderer should submit a proposal giving the inputs of each team member multiplied by their rate to give a value of the total proposal cost. The rate should include all costs and overheads; no additional costs will be paid. An estimate of expenses such as airfare and

accommodation should be detailed separately. The payment schedule will be negotiated between the preferred bidder and NICTA.

18. **Subcontractors:** The Tenderer may not sublet or subcontract any of the contractual obligations concerning this tender except with the written approval of NICTA.

19. Tenderers shall have no interest in any tender other than their own, and they shall have no connection with any person, firm or corporation making a tender for the same Project.

20. Tenderers shall also note that:

- Incomplete tenders and those that do not comply with the Scope of Services or do not conform to the ITT may be subject to rejection and disqualification.
- NICTA may declare tendering void when none of the tenders comply with the ITT and/or scope of services or when it is evident that there has been a lack of competition and/or that there has been collusion amongst Tenderers and/or other parties.
- NICTA is not bound to accept the lowest tender and reserves the right to accept and reject any tender received.

## 4. PART B: REQUIREMENTS OF TENDERERS

### 1. Personnel

#### (a) Key Experts

All experts who have a direct crucial role in managing the contract are referred to as key experts. Ideally, a multi-disciplinary team of consultants, preferably all with international experience in MNP implementation, should undertake the project.

#### (b) Number Portability Experts

The Number Portability Experts shall have the following professional experience:

- (i) At least five years' experience of providing MNP regulatory, technical, commercial and operational consultancy or advisory services to regulators and/or operators;
- (ii) Provided MNP advisory services to stakeholders in at least five similar jurisdictions preferably in the past five years – client references will be required;
- (iii) Demonstratable in-depth understanding of the PNG telecommunications market characteristics and competitive dynamics and drivers;
- (iv) Excellent written and oral communication skills in English; and
- (v) No conflict of interest with PNG operators and any other interested stakeholders.

2. **Support Staff and Related Costs:** Support staff and related costs that the Consultant incurs in his/her home country shall be included in the fee rates. The costs of support staff must be included in the fee rates of the experts.
3. **Office Accommodation:** The Consultant shall provide office accommodation and services for his/her activities in his/her country of origin for work done other than during visits to the PNG. However, wherever possible, if the Consultant is not domiciled in the PNG, when on visits to the PNG, NICTA will provide office accommodation.
4. **Facilities to be provided by the Consultancy:** The Consultant shall ensure that experts are adequately supported and equipped. The Consultant shall ensure that there is sufficient administrative and services available to enable experts to concentrate on their primary responsibilities.
5. **Equipment:** No equipment shall be purchased on behalf of NICTA as part of this service contract or transferred to NICTA.
6. **Reports:** Reporting requirements are referred to in **2. Scope of Services**. Reports shall be submitted in English and shall be submitted in electronic format as specified by NICTA from time to time.
7. **Special Requirements:** None.

## 5. PART C: TENDER EVALUATION

1. Tenderers shall provide the information requested for consideration in the evaluation process. Omission of information may result in disqualification or the Tenderer not being considered further in the tender process.
2. In the event of disqualification of the bid, NICTA may proceed to the next substantially responsive tender.
3. All contact between Tenderers and NICTA during the evaluation period should be initiated by NICTA. Any unsolicited contact initiated by the Tenderer during this period may be construed as an attempt to influence the evaluation process and may result in this tender being disqualified.

### a. Eligibility Criteria

## 6. PART D: CONTRACT AWARD

1. Subject to the evaluation of the tenders, NICTA will award the Contract to the Tenderer whose tender has been determined to be substantially responsive. This Tenderer shall be invited for further negotiations.
2. NICTA does not bind itself to accept the lowest priced tender.
3. NICTA reserves the right to annul the tender process and reject all tenders at any time prior to award of the Contract, without thereby incurring any liability to the affected Tenderer(s) on the grounds for the actions of NICTA.
4. Prior to the expiration of the bid validity period, NICTA will notify the preferred bidder in writing as to whether NICTA is considering their tender and wishes to negotiate details of the Contract in accordance with the General Requirements and Scope of Services of this ITT.
5. The preferred bidder will be required to enter into a Contract approved by NICTA. **Appendix 4: Draft Contract** is attached. Tenderers should include in their proposal comments on the proposed **Appendix 4: Draft Contract**.
6. The Contract will be administered by NICTA.
7. NICTA reserves the right to annul a notice of award of Contract, without liability, if during contract negotiations the preferred bidder (i) proposes any change substantially different from that contained in the Invitation to Tender or (ii) is unable to comply with any pre-condition to execution of the Contract.

8. NICTA reserves the right to terminate the Contract by written notice if the Consultant fails to meet the terms and conditions of the Contract.

## 7. APPENDIX 1: TENDER EVALUATION CRITERIA

### (a) Prequalification

No.	Requirement		Yes	No
1.	I have enclosed a completed and signed <b>Appendix 2: Certificate of Non-Collusion</b> . <i>(A tender will not be considered unless a completed Certificate of Non-Collusion signed by or on behalf of the Tenderer is included).</i>	Required	<input type="checkbox"/>	<input type="checkbox"/>
2.	I have enclosed a copy of current Business Licence Certificate in the appropriate class of business (or receipt of payment).	Required	<input type="checkbox"/>	<input type="checkbox"/>
3.	I have enclosed a copy of Certificate of Good Standing (for PNG Limited Companies) or Certificate of Registration (for other PNG based Tenderers) or Incorporation Documents showing the country and date of incorporation and Certificate of Good Standing [or equivalent in home country] (for Tenderers not based in the PNG).	Required	<input type="checkbox"/>	<input type="checkbox"/>
4.	I have enclosed a full listing of the Directors and/or Principals of the Company.	Required	<input type="checkbox"/>	<input type="checkbox"/>
5.	I certify that neither I nor any of the other Directors or Principals of the Company have any conflict of interest ( <b>actual</b> or <b>perceived</b> , <i>as defined by the PNG Code of Conduct</i> ) within this tender. <b>If yes, details are submitted.</b>	Required	<input type="checkbox"/>	<input type="checkbox"/>
6.	I certify that no Contracts with the Company have been cancelled for non-performance in the last 5 years.	Required	<input type="checkbox"/>	<input type="checkbox"/>
7.	I declare that no bankruptcy or insolvency proceedings are held against the Company or its Principals.	Required	<input type="checkbox"/>	<input type="checkbox"/>
8.	I declare that there is no ongoing or pending litigation against the Company or the Principal(s).	Required	<input type="checkbox"/>	<input type="checkbox"/>
9.	I have enclosed proof of Financial Position in the form of reference letter, no older than six (6) months, from banking/financial institution as evidence of good financial standing.	Required	<input type="checkbox"/>	<input type="checkbox"/>
10.	I have included comments on the Draft Contract to improve the Contract between NICTA and the Tenderer <i>(if no comments are attached it is understood that the Consultant will be content to agree the Contract without amendments).</i>	Optional	<input type="checkbox"/>	<input type="checkbox"/>
11.	I have included suggestions, recommendations, and suitable solutions to problems with supplying the contracted Services.	Optional	<input type="checkbox"/>	<input type="checkbox"/>
12.	I have included any other supporting information that will justify my tender prices.	Optional	<input type="checkbox"/>	<input type="checkbox"/>

I certify that I have read the whole of the Invitation to Tender and that the above information is true and correct.

**Signature of Principal of Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Capacity:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

## (b) Technical Evaluation

The Criteria, and points system for the evaluation of the Technical Proposal are:

Description	Maximum Points
Demonstrate that the company has sufficient equipment, labour, expertise, and other resources to execute the consultancy in a timely manner.	10
Demonstrate suitable NP project credentials and references	30
Demonstrates sound understanding of the PNG telecommunications market and competitive dynamics	10
Ability to deliver services as required by NICTA.	20
<b>Total points for this Section</b>	<b>70</b>

The Total Score assigned to the Technical Criteria is **Seventy (70) points**. Tenderers will be required to meet a minimum technical score of **fifty-three (53) points**. No tender will be considered with a technical score of less than **fifty-three (53) points**.

## (c) Financial Criteria

The Financial Criteria will be evaluated according to the following formula and table format below. The total score assigned to the Financial Criteria is **thirty (30) points**.

$$\frac{\text{Lowest bid price submitted for services}}{\text{Tenderer's Bid Price for services}} \times 30 = \text{Financial Score (Y) awarded to}$$

No	Tenderer	Bid Price	Corrected Bid Price	Financial Score (Y)

## (d) Overall Score

This overall score (out of 100) will be calculated by combining the total scores from the technical and price evaluations.

<b>No</b>	<b>Tenderer</b>	<b>Met Pre-qualification Criteria</b>	<b>Original Price US\$</b>	<b>Corrected Price US\$</b>	<b>Technical Score (X)</b>	<b>Financial Score (Y)</b>	<b>Total Score (X) + (Y)</b>	<b>Ranking</b>

The preferred bidder is the Tenderer with the highest overall score whilst meeting the minimum technical requirements above. A contract will be negotiated with the preferred bidder. If a contract cannot be negotiated with that bidder, then the next highest overall score meeting the minimum technical requirements above will be selected as the preferred bidder until such time as a contract is agreed.

## **8. APPENDIX 2: CERTIFICATE OF NON-COLLUSION**

### **NATIONAL INFORMATION & COMMUNICATIONS TECHNOLOGY AUTHORITY TENDER SUBMISSION CERTIFICATE OF NON-COLLUSION**

I/We certify that this tender is made in good faith, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not and I/we undertake that I/we will not before the award of any contract for the work:

- I. Disclose the tender price or any other figures or other information in connection with the tender to any other party (including any other company or part of a company forming part of a group of companies of which I am/we are a part of) nor to any sub-contractor (whether international or domestic) nor supplier (whether international or domestic) or any other person to whom such disclosure could have the effect of preventing or restricting full competition in this tendering exercise.
- II. Enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted.
- III. Otherwise collude with any person with the intent of preventing or restricting full competition.
- IV. Pay, give or offer pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to another tender or proposed tender for the work any act or thing of the sort described at i), ii) or iii) above.

I/We further declare that I/we have no knowledge either of any sum quoted or of any other particulars of any other tender for this contract by any other party.

I/We further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

I/We acknowledge that any breach of the foregoing provisions shall lead automatically to this tender being disqualified and may lead to criminal or civil proceedings.

NICTA shall treat any tender received in confidence but reserves the right to make the same available to any other funding organisation or statutory regulatory authority either having jurisdiction over the works or who may now or at any time in the future have statutory power to require disclosure of this tender.

In this certificate, the word 'person' includes any persons and anybody or association, incorporated or unincorporated; any agreement or arrangement includes any transactions, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

Print Name..... Signature.....

in the capacity of ..... Date.....

Duly authorized to sign tenders and acknowledge the contents of the certificate of non-collusion for and on behalf of:

Name of firm.....

Full postal address.....

.....

..... E-mail.....

Telephone no..... Fax no .....

**9. APPENDIX 3: TENDER RESPONSE FORM**

**To:**           **Mr. Kila Gulo Vui**  
 Chief Executive Officer  
 NICTA  
 P.O. Box 8444,  
 BOROKO 111, NCD,  
 Papua New Guinea

**From:** .....

1. I/We have examined the Invitation to Tender and hereby offer to provide **Consultancy Services to assist/advise NICTA on the implementation of MNP in PNG, Tender Reference Number NICTA 1001**, in accordance with the Tender Documents and Scope of Services. Below is the cost summary and attached is the detailed costed Financial Proposal.

<b>CONSULTANCY</b>	<b>BID PRICE (US\$)</b>
Consultancy Services	
Phase 1	
Phase 2	
Phase 3	
Phase 4	
Total (all Phases)	
<b>OTHER COSTS</b>	
<b>TOTAL BID PRICE (US\$)</b>	

2. I/We acknowledge this offer will remain open for acceptance by you for a period of **ninety (90)** calendar days from the closing date for receipt of tenders. The full Tender Package is now enclosed along with supporting documentation.
3. I/We acknowledge that NICTA is not obliged to accept the lowest or any offer and that this contract award procedure may be cancelled by you.
4. I/We acknowledge that all costs and expenses incurred by us in producing and submitting this offer will be borne by us in full.
5. I/We undertake to treat the details of this offer as private and confidential. I/We acknowledge that no part of these documents may be transmitted by us to a third party.
6. Prices quoted are inclusive of all applicable fees and charges associated with the provision of the service(s).
7. Indicate proposed **Commencement Date:** \_\_\_\_\_

8. Proposed Payment Terms:

.....  
.....

I/We acknowledge NICTA reserves the right to accept any tender submitted in whole or in part or reject any or all Tenders or to award the work in one or more contracts and to waive any irregularities.

I/We further acknowledge this tender is irrevocable, made for good consideration and acceptance thereof by NICTA and shall be binding on the undersigned from the date of acceptance.

Print Name..... Signature of Tenderer.....

in the capacity of ..... Date: .....2021

On behalf of (Name of Company).....

Address.....

.....  
.....

Telephone..... Fax No.....

E-mail.....

**\*\* Please Use This Form for Submission \*\***

## 10. APPENDIX 4: DRAFT CONTRACT

**Consultancy Services to assist/advise National Information and Communications Technology Authority (“NICTA”) on the implementation of MNP in PNG, Tender Reference Number NICTA 1001**

# **NATIONAL INFORMATION & COMMUNICATIONS TECHNOLOGY AUTHORITY MNP SERVICES AGREEMENT**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of [Month] 20[ ]

**B E T W E E N:**

The **National Information and Communications Technology Authority** hereinafter called (“NICTA”) **OF THE FIRST PART**

**A N D**

**The Tenderer**, whose office is located at [address], hereinafter called (“**the Consultant**”) **OF THE SECOND PART.**

**NOW THIS AGREEMENT WITNESSETH** as follows:

### **GENERAL**

1. In consideration of the payment(s) to be made by NICTA to the Consultant as hereinafter mentioned, the Consultant hereby agrees with NICTA to supply such goods and perform the Services in conformity with the provisions of the Agreement and NICTA hereby agrees to pay the Consultant in consideration of the performance of the Services, in the amount and manner as prescribed by the Agreement.
2. All monetary figures within this Agreement are quoted in United States Dollars.
3. Schedule 1 and 2 annexed hereto shall be deemed to form and be read and construed as part of the Agreement.

## CONDITIONS

### 4. Scope of Services

- 4.1 The Consultant shall perform the Services in accordance with the Agreement. The scope of the Services to be performed is stated in Schedule 1 of the Agreement.
- 4.2 Time is of the essence in respect of obligations in the Agreement to perform certain actions or do certain things by a given date.

### 5. Engagement

The Consultant's engagement under this Agreement for the performance of the Services starts on the Commencement Date of Services and shall continue for a period of twenty-four (24) months or later date as agreed until the expiry of the Agreement on the agreed Completion Date for rendering the Services. The Commencement Date of Services and the Completion Date of Services are stated in Schedule 1 of the Agreement.

### 6. Duties and Responsibilities

- 6.1 The Consultant shall perform all the Services under the Agreement for the duration of the Agreement, shall assist and provide prompt advice on any matter within the scope of its duties under the Agreement.
- 6.2 The Consultant shall exercise all reasonable skill, care, and diligence in the performance of its duties under the Agreement.
- 6.3 During this Agreement, the Consultant shall act loyally and faithfully to NICTA and shall not do anything harmful or to harm the reputation or activities and interests of NICTA.
- 6.4 The Consultant shall make itself available in the Normal Business hours of NICTA when the Consultant's work requires coordination with the employees, agents or representative of NICTA.
- 6.5 The Consultant shall perform all other services in the ordinary course of its activities which are reasonably necessary for the proper performance of the Services agreed under the Agreement.
- 6.6 The Consultant will secure at its own expense all personnel required in the performance of the Services under the Agreement, who shall be fully qualified to perform such Services. Such personnel shall not be employees of or have any contractual relationship with NICTA.

6.7 For the purpose of this Agreement, the word “Consultant” may also mean the employees, personnel, agents, and representatives of the Consultant.

6.8 The Consultant shall not sub-contract or assign any rights or obligations under the Agreement without the prior written consent of NICTA.

## **7. NICTA’s Property**

Anything supplied by or paid for by NICTA for the use of the Consultant shall be the property of NICTA, and where applicable shall be so marked. When the Services are completed or terminated, the Consultant shall furnish inventories to NICTA of what has not been consumed in the performance of the Services and shall deliver it as directed by NICTA.

## **8. Confidential Information**

Except as authorised or required in the performance of the Services, the Consultant shall keep confidential, any confidential information concerning the business or affairs of NICTA which the Consultant may have acquired in the course of or incidental to the conduct of the work under this Agreement. The Consultant shall not use or disclose, and shall use its best endeavours to prevent the use or disclosure of, any of NICTA’s confidential information, which includes but is not limited to information relating to the organisation, transactions, finances, technology, processes, specifications, methods, designs, formulae or other of NICTA’s activities or affairs or those concerning NICTA’s staff and/or suppliers either during the duration of this contract or at any time thereafter.

## **9. Place of Work**

During the effective performance of the Consultant’s duties, the Consultant will be based at the Place of Performance of Services as stated in Schedule 1 of the Agreement but may be required to travel to such other places as NICTA shall require.

## **10. Fees/Payments**

10.1 Except as expressly stated in the Agreement, there shall be no additional fees, charges or expenses incurred by NICTA.

10.2 In consideration for the Performance of Services under this Agreement by the Consultant, NICTA shall pay to the Consultant the total contractual amount of **[\$x.00]**. Payment shall become due within one (1) month of receipt of the Consultant’s invoice of the date the invoice was rendered by the Consultant to NICTA.

10.3 On a monthly in arrears basis, the Consultant will agree the resourcing and corresponding travel and subsistence costs accrued supporting the assignment

with the nominated NICTA representative. Once the resourcing and corresponding travel and subsistence costs have been agreed, the Consultant will issue invoices on a monthly basis. Payment shall become due within one (1) month of receipt of the Consultant's invoice of the date the invoice was rendered by the Consultant to NICTA.

10.4 Total travel expense estimated at \$[x.00] for [X] persons to make [X] trips to Papua New Guinea should the need arise, will be paid by NICTA, or reimbursed to the Consultant upon the submission of invoices, at cost.

## **OBLIGATIONS OF NICTA**

### **11. Information**

NICTA shall so as not to delay the rendering of the Services and within a reasonable time give to the Consultant all information in its power.

## **OBLIGATIONS OF THE CONSULTANT**

### **12. Insurance and Indemnities**

12.1 The Consultant shall be liable for and shall indemnify NICTA against any expense, liability, loss, claim or proceedings in respect of any personal injury or death, or any loss of or injury or damage to any property real or personal insofar as such loss, injury or damages arises out of, in the course of, in connection with or by reason of the performance of the Services hereunder and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Consultant.

12.2 The Consultant shall at all times maintain in force such policies of insurance with reputable insurers and shall fully insure and indemnify NICTA against all liability which may be incurred under Clause 5.

12.3 The Consultant warrants that they have fully satisfied themselves as to the scope and nature of the Services and of the obligations under the Agreement.

## **SUPPLEMENTARY**

### **13. Termination**

13.1 This Agreement shall have effect from the date of signing and shall continue until the expiration of the Agreement completion date, unless terminated earlier in accordance with these Termination Terms.

13.2 The Agreement for the performance of the Services may be terminated by NICTA by serving four (4) weeks written notice on the Consultant, unless otherwise provided in the Particulars.

13.3 NICTA shall in addition have the right to terminate this Agreement by written notice to the Consultant immediately and without liability for compensation or damages if the Consultant:

13.3.1 fail to comply with any express or implied obligations under the Agreement;  
or

13.3.2 fail or cease to perform the duties under the Agreement to NICTA's reasonable satisfaction; or

13.3.3 become unable or are prevented from carrying out the duties under this Agreement for any cause for a period exceeding three (3) weeks any time after the commencement date.

#### **14. Warranty**

Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals to do so.

#### **15. Amendments**

No amendments or modification of this Agreement or any provisions or the Schedule of this Agreement shall be valid unless made in writing and signed by both parties to this Agreement.

#### **16. Governing Law**

The Agreement shall be governed by the Laws of the Papua New Guinea, and the Courts of Papua New Guinea shall have exclusive jurisdiction over all matters regarding the Agreement.

## 17. Notices

Any notice or other communication required or permitted to be given hereunder shall be sent either by email, or facsimile, courier, or delivered by hand against receipt, addressed as follows:

To **Mr. Kila Gulo Vui**  
Chief Executive Officer  
NICTA  
P.O. Box 8444,  
BOROKO, NCD,  
Papua New Guinea

If to the Consultant:

[Company name]  
[Officer name]  
[Address]  
[Address]  
[City]  
[Country]  
Tel:  
Fax:  
Email:

or at such other place as the relevant party may, giving reasonable notice, direct in writing.

Notices shall be deemed to have been received, in the case of email or facsimile the next business day after delivery to a proper transmitting agent; in the case of courier (on the island of Providenciales), on the business day after dispatch; and in the case of hand delivery, when delivered (or if the day of delivery is not a business day, on the next following business day).

## 18. Entire Agreement

This Agreement inclusive of Schedule 1 constitutes the entire Agreement between the parties and supersedes and replaces all agreements, arrangements and understandings relating to the subject matter hereof, whether reduced to writing or not, that may have preceded this Agreement.

**Schedule 1**

**PARTICULARS OF SERVICES**

**Consultant:** [The Consultant]

**Address:** [address], [Papua New Guinea or other country]

**NICTA's Office Normal Business Hours:** 8:00am to 5:00pm

**Place of Performance of Services:** The office of the Consultant

**Commencement Date of Service:** \_\_\_\_ day of [Month] 20[ ]

**Completion Date of Service:** \_\_\_\_ day of [Month] 20[ ]

**Scope of Services to be delivered by the Consultant:** As per Section 2 of the ITT.

\_\_\_\_\_

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with the laws of Papua New Guinea.

Executed for and on behalf of the **National Information & Communications Technology Authority** by:

\_\_\_\_\_  
Mr Kila Gulo Vui, Chief Executive Officer  
**National Information and Communications Technology Authority**

In the presence of:

\_\_\_\_\_  
WITNESS

The Corporate Seal of **the Consultant** was hereunto affixed by its duly authorize officer(s):

\_\_\_\_\_  
DIRECTOR

In the presence of:

\_\_\_\_\_  
WITNESS