

Invitation for Prequalification

*Procurement of:
Interim Satellite Capacity for Kosrae and South
Tarawa*

Purchaser: FSM Telecommunications Cable Corporation and BwebwerikiNET Limited

Project: Pacific Regional Connectivity Program 2:FSM Connectivity Project (P130592); Pacific Regional Connectivity Program Phase 4: Kiribati Connectivity Project (P159632)

Contract title: Interim Satellite Capacity for Kosrae and South Tarawa

Country: Federated States of Micronesia and Republic of Kiribati

Loan No. /Credit No. / Grant No.: IDA-D1880 IDA-D1870

ISD No: FM-FSMTCC-348215-NC-RFB

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Standard Procurement Document

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PART 1 – Prequalification Procedures

Section I - Instructions to Applicants

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Section I - Instructions to Applicants

A. General

- 1. Scope of Application**
 - 1.1 In connection with the Invitation for Prequalification indicated in Section II, Prequalification Data Sheet (PDS), the Employer, as defined **in the PDS**, issues this Prequalification Document (PD) to Applicants interested to bid for the Services described in Section VII, Scope of Services. The Request for Bids (RFB) number corresponding to this prequalification is provided in the **PDS**.

- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated **in the PDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the PDS**, towards the cost of the project named **in the PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the Request for Bids (RFB) process for which this Prequalification is conducted.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan (or credit) account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant or materials, or services if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the loan (or credit).

- 3. Fraud and Corruption**
 - 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI, Fraud and Corruption.
 - 3.2 In further pursuance of this policy, Applicants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other

documents relating to any Prequalification process, Prequalification process, Bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Applicants

- 4.1 Applicants shall meet the eligibility criteria as per this Instruction and ITA 5.1.
- 4.2 An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 4.9
- 4.3 A firm is not permitted to participate for Prequalification for the same contract both as an individual firm and as a part of a joint venture or as a subcontractor. However, a firm may participate as a subcontractor in more than one Application but only in the capacity of a subcontractor. Applications submitted in violation of this procedure will be rejected.
- 4.4 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) are not permitted to submit more than one application for Prequalification for the same contract, either individually, as joint venture or as a subcontractor among them. Applications submitted in violation of this procedure will be rejected.
- 4.5 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA 5.1. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed specialized sub-contractors or suppliers for any part of the Contract including related Services.
- 4.6 Applicants and proposed specialized sub-contractors or suppliers for any part of the Contract including related services (for the purpose of this ITA 4.6 referred to as “Applicants”) shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they, or any of their affiliates, participated as a consultant in the preparation of the Purchaser’s Requirement (other than design to be carried out as part of this Interim Satellite Capacity contract) or have been hired or proposed to be hired by the Purchaser or Borrower as Project Manager for contract implementation of the Interim Satellite Capacity that are the subject of this Prequalification. In addition, Applicants may be considered to have a conflict of interest if they have a close

business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Prequalification Document or Request for Bids (RFB) Document or specifications of the Contract, and/or the Proposal evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

- 4.7 An Applicant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as described in Section VI, paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined.
- 4.8 The list of debarred firms and individuals is available as specified **in the PDS**.
- 4.9 Applicants that are state-owned enterprise or institutions in the Purchaser's Country may be eligible to be prequalified, compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.10 An Applicant shall not be under suspension from bidding or submitting Bids by the Purchaser as the result of the execution of a Bid or Bid-Securing Declaration.
- 4.11 An Applicant shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.12 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment:
 - (a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligibility

5.1 Firms and individuals may be ineligible if they are nationals of ineligible countries as indicated in Section V. The countries, persons or entities are ineligible if (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Interim Satellite Capacity is implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITA 5.1(a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

B. Contents of the Prequalification Document

6. Sections of Prequalification Document

6.1 This Prequalification Document consists of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

PART 1 Prequalification Procedures

- Section I - Instructions to Applicants (ITA)
- Section II - Prequalification Data Sheet (PDS)
- Section III - Prequalification Criteria and Requirements
- Section IV - Application Forms
- Section V – Eligible Countries
- Section VI – Fraud and Corruption

PART 2 Purchaser's Requirements

- Section VII - Scope of Purchaser's Requirement

- 6.2 Unless obtained directly from the Purchaser, the Purchaser accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Purchaser shall prevail.
- 6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its Application all information or documentation as is required by the Prequalification Document.

7. Clarification of Prequalification Document and Pre-Application Meeting

- 7.1 An Applicant requiring any clarification of the Prequalification Document shall contact the Purchaser in writing at the Purchaser's address indicated **in the PDS**. The Purchaser will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Purchaser shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Purchaser, including a description of the inquiry but without identifying its source. If so indicated **in the PDS**, the Purchaser shall also promptly publish its response at the web page identified **in the PDS**. Should the Purchaser deem it necessary to amend the Prequalification Document as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.
- 7.2 If indicated **in the PDS**, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned **in the PDS**. During this pre-Application meeting, prospective Applicants may request clarification of the project requirement, the criteria for qualifications or any other aspects of the Prequalification Document.
- 7.3 Minutes of the pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Document. Any modification to the Prequalification Document that may become necessary as a result of the pre-Application meeting shall be made by the Purchaser exclusively through the use of an Addendum pursuant to ITA

8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.

8. Amendment of Prequalification Document

8.1 At any time prior to the deadline for submission of Applications, the Purchaser may amend the Prequalification Document by issuing an Addendum.

8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Document from the Purchaser. The Purchaser shall promptly publish the Addendum at the Purchaser's web page identified **in the PDS**.

8.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Purchaser may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.

C. Preparation of Applications

9. Cost of Applications

9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process.

10. Language of Application

10.1 The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and the Purchaser, shall be written in the language specified **in the PDS**. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the PDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.

11. Documents Comprising the Application

11.1 The Application shall comprise the following:

- (a) **Application Submission Letter**, in accordance with ITA 12.1;
- (b) **Eligibility**: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13.1;
- (c) **Qualifications**: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and
- (d) any other document required as specified **in the PDS**.

11.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application

**12. Application
Submission Letter**

12.1 The Applicant shall complete an Application Submission Letter as provided in Section IV, Application Forms. This Letter must be completed without any alteration to its format.

**13. Documents
Establishing the
Eligibility of the
Applicant**

13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV, Application Forms.

**14. Documents
Establishing the
Qualifications of the
Applicant**

14.1 To establish its qualifications to perform the contract(s) in accordance with Section III - Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV, Application Forms.

14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the USD equivalent using the rate of exchange determined as follows:

(a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted).

(b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified **in the PDS**. Any error in determining the exchange rates in the Application may be corrected by the Purchaser.

**15. Signing of the
Application and
Number of Copies**

15.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it “ORIGINAL”. The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.

15.2 The Applicant shall submit copies of the signed original application, in the number specified **in the PDS**, and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail

D. Submission of Applications

16. Sealing and Marking of Applications

16.1 The Applicant shall enclose the original Application in an email that shall:

- (a) bear the name and address of the Applicant;
- (b) be addressed to the Purchaser, in accordance with ITA 17.1; and
- (c) bear the specific identification of this Prequalification process indicated **in the PDS** 1.1.

16.2 The Purchaser will accept no responsibility for not processing any email that was not identified as required in ITA 16.1 above.

17. Deadline for Submission of Applications

17.1 Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Purchaser at the address and no later than the deadline indicated **in the PDS**. When so specified **in the PDS**, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified **in the PDS**.

17.2 The Purchaser may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 8, in which case all rights and obligations of the Purchaser and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

18. Late Applications

18.1 The Purchaser reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified **in the PDS**.

19. Opening of Applications

19.1 The Purchaser shall open all Applications at the date, time and place specified **in the PDS**. Late Applications shall be treated in accordance with ITA 18.1.

19.2 Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified in the **PDS**.

19.3 The Purchaser shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

E. Procedures for Evaluation of Applications

- 20. Confidentiality**
- 20.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with ITA 28.
- 20.2 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with ITA 28, any Applicant that wishes to contact the Purchaser on any matter related to the Prequalification process may do so only in writing.
- 21. Clarification of Applications**
- 21.1 To assist in the evaluation of Applications, the Purchaser may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Purchaser and all clarifications from the Applicant shall be in writing.
- 21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Purchaser's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.
- 22. Responsiveness of Applications**
- 22.1 The Purchaser may reject any Application which is not responsive to the requirements of the Prequalification Document. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.
- 23. Margin of Preference**
- 23.1 Margin of preference for domestic Bidders shall not apply in the RFB process resulting from this Prequalification.
- 24. Subcontractors**
- 24.1 Unless otherwise stated **in the PDS**, the Purchaser does not intend to execute any specific elements of the Interim Satellite Capacity by sub-contractors selected in advance by the Purchaser (so-called "Nominated Subcontractors").
- 24.2 The Applicant shall not propose to subcontract in whole or in part the fulfillment of the Qualification Criteria and Requirements. For the avoidance of doubt, after being prequalified in accordance with ITA 27 and invited to submit

a Bid under ITA 29, the Applicant may propose subcontractors for certain specialized parts of the contract. Applicants planning to use such specialized subcontractors shall specify in their Bid, the parts of the contract proposed to be subcontracted along with details of the proposed subcontractors including their qualification and experience

F. Evaluation of Applications and Prequalification of Applicants

25. Evaluation of Applications

- 25.1 The Purchaser shall use the factors, methods, criteria, and requirements defined in Section III, Prequalification Criteria and Requirements and the PDS, to evaluate the qualifications of the Applicants, and no other factors, methods, criteria, or requirements shall be used. The Purchaser reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.
- 25.2 Any subcontractors proposed by the Applicant (after the Applicant being prequalified in accordance with ITA 27 and invited to submit a Bid under ITA 29), shall be fully qualified for their parts of the contract. The subcontractor's qualifications shall not be used by the Applicant to qualify for the contract unless the applicant designates them as Specialized Subcontractors, in which case, the qualifications of the Specialized Subcontractor proposed by the Applicant may be added to the qualifications of the Applicant for the purpose of the evaluation, if specified in PDS.
- 25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Purchaser shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements specified in Section III - Prequalification Criteria and Requirements.
- 25.4 Only the qualifications of the Applicant shall be considered. The qualifications of other firms, including the Applicant's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors in accordance with ITA 25.2 above) or any other firm(s) different from the Applicant shall not be considered.

- 26. Purchaser’s Right to Accept or Reject Applicants**
- 26.1 The Purchaser reserves the right to accept or reject any Application, and to annul the Prequalification process and reject all Applicants at any time, without thereby incurring any liability to the Applicants.
- 27. Prequalification of Applicants**
- 27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Employer.
- 27.2 An Applicant may be “conditionally prequalified,” that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Employer.
- 27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Employer before or at the time of submitting their bids.
- 28. Notification of Prequalification**
- 28.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.
- 28.2 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were disqualified.
- 29. Request for Bids**
- 29.1 Promptly after the notification of the results of the Prequalification, the Purchaser shall invite Bids from all the Applicants that have been prequalified.
- 29.2 Bidders may be required to provide a Bid Security or a Bid-Securing Declaration acceptable to the Purchaser in the form and an amount to be specified in the RFB Document, and the successful Bidder shall be required to provide a Performance Security as specified in the RFB Document.
- 29.3 Bidders shall be required to provide a Code of Conduct which will apply to their and sub-contractors’ personnel that includes the minimum requirements specified in the RFB Document.
- 29.4 If required in the RFB documents, the successful Bidder shall provide additional information about its beneficial ownership using the Beneficial Ownership Disclosure Form included in the RFB document.
- 29.5 Prior to Contract award, the Purchaser will verify that the successful Bidder is not disqualified by the Bank due to

noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

**30. Changes in
Qualifications of
Applicants**

30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to submit Bid shall be subject to the written approval of the Purchaser prior to the deadline for submission of Bids. Such approval shall be denied if (i) an prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III - Prequalification Criteria and Requirements Table 1- Qualification Criteria, and Requirements; or (iii) no longer continues to be in the list of Prequalified Applicants as a result of the Purchaser's re-evaluation of the Application in accordance with ITA 27; or (iv) in the opinion of the Purchaser, the change may result in a substantial reduction in competition. Any such change should be submitted to the Purchaser not later than fourteen (14) days after the date of the Request for Bids.

**31. Procurement Related
Complaint**

31.1 The procedures for making a Procurement-related Complaint are as specified in the PDS.

Section II - Prequalification Data Sheet (PDS)

A. General	
ITA 1.1	<p>The identification of the Invitation for Prequalification is: FM-FSMTCC-348215-NC-RFB and KI-MICTTD-346233-NC-RFB.</p> <p>The Purchasers are:</p> <p>Mr Gordon Segal, CEO FSM Telecommunications Cable Corporation PO Box 2202, Kolonia, Pohnpei, Federated States of Micronesia, 96941</p> <p>Mr Ioane Koroivuki, CEO BwebwerikiNET Limited PO Box 451, Betio, Tarawa, Republic of Kiribati</p> <p>The list of contract/s is:</p> <p>FSMTCC Interim Satellite Capacity for Kosrae BNL Interim Satellite Capacity for South Tarawa</p> <p>RFB name and number are:</p> <p>Interim Satellite Capacity for Kosrae and South Tarawa FM-FSMTCC-348215-NC-RFB KI-MICTTD-346233-NC-RFB</p>
ITA 2.1	<p>The Borrowers are: Federated States of Micronesia and Republic of Kiribati</p> <p>Loan or Financing Agreement amount:</p> <p>FSM USD 63.5m Kiribati USD 20m</p> <p>The name of the Projects are:</p> <p>Pacific Regional Connectivity Program 2:FSM Connectivity Project (P130592); and Pacific Regional Connectivity Program Phase 4: Kiribati Connectivity Project (P159632)</p>
ITA 4.2	<p>No Joint Ventures will be accepted. An Applicant may apply as part of a corporate group that it controls, and the experience of any one member of the corporate group may be provided as part of the Applicant’s application. Control means where the Applicant directly or indirectly controls the board of directors of</p>

	a member of the corporate group, or directly or indirectly controls the majority of the shares in a member of the corporate group.
ITA 4.8	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of the Prequalification Document	
ITA 7.1	For clarification purposes , the Purchaser's address is: <i>Same as in ITA 1.1 above</i> Attention: Mr Gordon Segal, CEO, FSMTCC gsegal@fsmcable.com Mr Ioane Koroivuki, CEO, BNL ceo@bnl.com.ki
ITA 7.1 & 8.2	Web page: https://fsmcable.com https://www.bnl.com.ki
ITA 7.2	Pre-Application Meeting will be held: No
C. Preparation of Applications	
ITA 10.1	This Prequalification document has been issued in the English language. All correspondence exchange shall be in English language. The Application as well as all correspondence shall be submitted in English.
ITA 11.1 (d)	The Applicant shall submit with its Application, no further additional documents other than requested on the application forms.
ITA 14.2	The source for determining exchange rates is International Monetary Fund Representative Exchange Rates for Selected Countries ¹
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: <i>nil – documents to be submitted electronically.</i>

¹ Available: https://www.imf.org/external/np/fin/data/rms_rep.aspx

D. Submission of Applications	
ITA 17.1	<p>The deadline for Application submission is:</p> <p>Date: May 26, 2023</p> <p>Time: 17:00 Pohnpei</p> <p>For Application submission purposes only, the Purchaser's address is: Purchaser's address is the same as that indicated in 1.1</p> <p>Attention:</p> <p>Mr Gordon Segal, CEO, FSMTCC gsegal@fsmcable.com</p> <p>Mr Ioane Koroivuki, CEO, BNL ceo@bnl.com.ki</p> <p>cc to mike@lott.co.nz</p> <p>Applicants shall only submit their Applications electronically.</p> <p>The electronic Application submission procedures shall be: The application shall be emailed as a password protected file to the email addresses in ITA 17.1 before the expiry of the application submission deadline.</p> <p>The password shall be emailed separately to the application documents to the same email addresses no earlier than the expiry of the application submission deadline and not later than 24 hours after the expiry of that deadline.</p> <p>The applications will not be opened until the expiry of the application submission deadline.</p> <p>The Purchaser will confirm the receipt of all Applications and all passwords</p>
ITA 18.1	The Purchaser reserves the right to accept or reject late Applications.
ITA 19.1	The opening of the Applications shall be 10am PNI time, May 29, 2023 a joint online conference call.
ITA 19.2	<p>The electronic Application opening procedures shall be:</p> <p>Applications will be opened electronically at 10am PNI time, May 29, 2023 over video conference by Mr Gordon Segal, CEO, FSMTCC, Mr Ioane Koroivuki, CEO, BNL. Mike Lott, Project Coordinator FSM DTC&I will take notes.</p> <p>A record of the minutes of the opening of the applications will be submitted to all applicants electronically.</p>

E. Procedures for Evaluation of Applications	
ITA 24.1	At this time the Purchaser does not intend to execute certain specific parts of the contract by sub-contractors selected in advance.
F. Evaluation of Applications and Prequalification of Applicants	
ITA 25.2	The relevant qualifications of the proposed Specialized Subcontractors will not be added to the qualifications of the Applicant for the purpose of evaluation as indicated in Section III - Prequalification Criteria and Requirements.
ITA 31.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If an Applicant wishes to make a Procurement-related Complaint, the Applicant should submit its complaint following these procedures, in writing (by email), to:</p> <p style="margin-left: 40px;">For the attention: Mr Gordon Segal</p> <p style="margin-left: 40px;">Title/position: CEO</p> <p style="margin-left: 40px;">Purchaser : FSMTCC</p> <p style="margin-left: 40px;">Email address: gsegal@fsmcable.com</p> <p>In summary, at this stage, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Prequalification Documents; and 2. the Purchaser’s decision not to prequalify an Applicant.

Section III - Qualification Criteria and Requirements

This section contains all the methods, criteria, and requirements that the Purchaser shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

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1. Eligibility

Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement		Submission Requirements
1.1	Nationality	Nationality in accordance with ITA 4.5	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITA 4.6	Must meet requirement	Application Submission Letter
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITA 4.7 and 5.1	Must meet requirement	Application Submission Letter
1.4	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Applicant's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITA 5.1 and Section V.	Must meet requirement	Forms ELI – 1.1 and 1.2, with attachments

2. Historical Contract Non-Performance

Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement		Submission Reuirements
2.1	History of Non-Performing Contracts	Non-performance of a material (contract value > USD 1million) contract ¹ did not occur as a result of Supplier's default since 1 st January 2021.	Must meet requirement	Form CON-2
2.2	Suspension Based on Execution of a Bid or Proposal Securing Declaration by the Purchaser	Not under suspension based on execution of Bid or Proposal Securing Declaration pursuant to ITA 4.10.	Must meet requirement	Application Submission Letter
2.3	Pending Litigation	Applicant's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant	Must meet requirement	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ² since 1 st January 2019.	Must meet requirement	Form CON – 2
2.5	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement	Application Submission Letter, Form CON-3

¹ Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the Supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Supplier. Nonperformance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

² The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last two years. A consistent history of awards against the Applicant or any member of a joint venture may result in rejection of the Application.

3. Financial Situation and Performance

Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement		Submission Requirements
3.1	Financial Capabilities	<p>(i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as USD \$2.5m for the two contracts subject contract(s) net of the Applicants other commitments</p> <p>(ii) The Applicant shall also demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Purchaser, for the last two years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.</p>	Must meet requirement	Form FIN – 3.1, with attachments
3.2	Average Annual Turnover	Minimum average annual turnover in the supply of Satellite Communications Systems and/or Installation of US\$ 5m (USD five million dollars), calculated as total certified payments received for contracts in progress and/or completed within the last two number years, divided by two years.	Must meet requirement	Form FIN – 3.2

4. Capability

Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement		Submission Requirements
4.1	Satellite capacity that covers Kosrae and South Tarawa	Applicant must have existing as at 1 March 2023, launched and tested satellite capacity capable of delivering greater than 300Mbps of internet connectivity to each of Kosrae, FSM and Tarawa, Kiribati.	Must meet requirement	Form EXP 4
4.2	Proven technology and service construct	Technology (example of Satellite plus example of a Ground Station and a Terminal(s)) proposed must be in commercial service or licensed for commercial testing in at least one other Pacific country. ³ The example must include end to end internet connectivity through to a well connected peering exchange.	Must meet requirement	Form EXP 4

³ Pacific is defined as the countries and territories that make up the Pacific Community
www.spc.int

Section IV - Application Forms

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Application Submission Letter

Date: *[insert day, month, and year]*

ISD No.: FM-FSMTCC-348215-NC-RFB / KI-MICTTD-346233-NC-RFB
Interim Satellite Capacity for Kosrae and South Tarawa

To: FSM Telecommunications Cable Corporation and BwebwerikiNET Limited

We, the undersigned, apply to be prequalified for the referenced Request for Bid (RFB) and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with ITA 8: *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest in accordance with ITA 4.6;
- (c) **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated in ITA 4, we have not been suspended by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in accordance with ITA 4.10;
- (d) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by *any* entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (e) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others]*.

We, *[and any of our subcontractors:*

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- (f) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*
[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITA 4.9];

(g) **Commissions, gratuities, fees:** We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding RFB process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
<i>[insert full name for each occurrence]</i>	<i>[insert street/number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount, currency, value, exchange rate and US\$ equivalent]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application”]

(h) **Not bound to accept:** We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to Bid for the contract subject of this Prequalification process, without incurring any liability to the Applicants, in accordance with ITA 26.1.

(i) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct *and* complete to the best of our knowledge and belief.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name *[insert full name of person signing the Application]*

In the capacity of *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: Applicant’s

Name *[insert full name of Applicant]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

Form ELI -1.1

Applicant Information Form

Date: *[insert day, month, year]*

ISD No. and title: FM-FSMTCC-348215-NC-RFB / KI-MICTTD-346233-NC-RFB
Interim Satellite Capacity for Kosrae and South Tarawa
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Applicant's name <i>[insert full name]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITA 4.9 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Applicant is not under supervision of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

ISD No. and title: FM-FSMTCC-348215-NC-RFB / KI-MICTTD-346233-NC-RFB

Interim Satellite Capacity for Kosrae and South Tarawa

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Non-Performed Material (value >USD 1 million) Contracts in accordance with Section III, Table 1 Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2019 <input type="checkbox"/> Contract(s) not performed since 1 st January 2019			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Table 1 Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Contractor"]</i> Status of dispute:	<i>[insert amount]</i>
Litigation History in accordance with Section III, Table 1 Qualification Criteria and Requirements			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

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Interim Satellite Capacity for Kosrae and South Tarawa

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<p>SEA and/or SH Declaration</p> <p>in accordance with Section III, Qualification Criteria, and Requirements</p>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>

Form FIN – 3.1

Financial Situation and Performance

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

ISD No. and title: FM-FSMTCC-348215-NC-RFB / KI-MICTTD-346233-NC-RFB

Interim Satellite Capacity for Kosrae and South Tarawa

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1. Financial data

Type of Financial information in (currency)	Historic information for previous 2 (two) years, (amount in currency, currency, exchange rate*, USD equivalent)	
	Year 1	Year 2
Statement of Financial Position (Information from Balance Sheet)		
Total Assets (TA)		
Total Liabilities (TL)		
Total Equity/Net Worth (NW)		
Current Assets (CA)		
Current Liabilities (CL)		
Working Capital (WC)		
Information from Income Statement		
Total Revenue (TR)		
Profits Before Taxes (PBT)		
Cash Flow Information		
Cash Flow from Operating Activities		

* Refer ITA 14 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements to maintain and sustain current operations and contractually committed expansion plans.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

3. Financial documents

The Applicant and its parties shall provide copies of financial statements for two years pursuant Section III, Table 1 –Qualification Criteria, and Requirements Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the two years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Form FIN – 3.2

Average Annual Turnover in Satellite Systems Supply and/or Installation

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

ISD No. and title: FM-FSMTCC-348215-NC-RFB / KI-MICTTD-346233-NC-RFB

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Annual turnover data			
Year	Amount Currency	Exchange rate*	USD equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA 14 for date and source of exchange rate.

** Total USD equivalent for all years divided by the total number of years. See Section III, Table 1 Qualification Criteria, and Requirements, 3.2.

Form EXP – 4.1 Capability

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

ISD No. and title: FM-FSMTCC-348215-NC-RFB / KI-MICTTD-346233-NC-RFB

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Attribute		Comment
Available Internet Capacity to Kosrae March 1, 2023	Minimum 300Mbps	Capacity is the available capacity
Available Internet Capacity to Tarawa March 1, 2023	Minimum 300Mbps	Capacity is the available capacity
Satellite assets used and launch date		For geostationary solutions name satellite type and when launched, for constellation solutions name satellite type/variant, when type first launched and when capacity for coverage over Kosrae and South Tarawa completed.
Location of Ground Station(s) and Peering point(s) where traffic would be delivered and connect to the global internet infrastructure.		Location and evidence of connectivity to high quality, high-capacity IP peering and transit infrastructure.

Form EXP - 4.2

Proven Technology and Services

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

ISD No. and title: FM-FSMTCC-348215-NC-RFB / KI-MICTTD-346233-NC-RFB

Interim Satellite Capacity for Kosrae and South Tarawa

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Please provide any supporting diagrams / details / reports as attachments to this Form

Table (a) Main trunk / core capacity to a single site

Core Site example	Information
Contract Identification	<i>[insert contract name and number, if applicable]</i>
In service date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>
Description of service provided including examples of technology used that would be utilized in both Tarawa and Kosrae	<p><i>[Summary response]</i></p> <p><i>Details such as diagrams, specifications of size or equipment, dish/antenna, power requirements etc to be included as an attachment to this form.</i></p> <p><i>This is also to include end to end peering and IP transit and service management arrangements including how any aggregation of capacity is managed.</i></p>
Testing and performance results	<i>[Response to include testing methodology]</i>
Throughput	<i>[Throughput to be expressed as Mbps to include aggregate average and maximum peak throughput]</i>
Availability	<i>[Availability is to include % available and definition of availability used in measurement]</i>
Key differences or complexity compared to solution for Kosrae and South Tarawa	<i>[list any differences or issues when applying to Kosrae / Tarawa]</i>
Purchaser's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone	<i>[insert telephone numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>

Table (b) Connectivity to a distributed network node (eg mobile site)

Distributed network node	Information
Contract Identification	<i>[insert contract name and number, if applicable]</i>
In service date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>
Description of service provided including examples of technology used that would be utilized in both Tarawa and Kosrae	<p><i>Summary response]</i></p> <p><i>details such as diagrams, specifications of size or equipment, dish/antenna, power requirements etc to be included as an attachment to this form.</i></p> <p><i>This is also to include end to end peering and IP transit and service management arrangements including how any aggregation of capacity is managed.</i></p>
Testing and performance results	<i>[Response to include testing methodology]</i>
Throughput	<i>[Throughput to be expressed as Mbps to include aggregate average and maximum peak throughput]</i>
Availability	<i>[Availability is to include % available and definition of availability used in measurement]</i>
Key differences or complexity compared to solution for Kosrae and Tarawa	<i>[list any differences or issues when applying to Kosrae / Tarawa]</i>
Purchaser's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone number:	<i>[insert telephone numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>

Table (c) Solution for direct connectivity to an individual customer premise home or business

Direct to Premises Solution	Information
Contract Identification	<i>[insert contract name and number, if applicable]</i>
In service date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>
Description of service provided including examples of technology used that would be utilized in both South Tarawa and Kosrae	<p><i>Summary response]</i></p> <p><i>details such as diagrams, specifications of size or equipment, dish/antenna, power requirements etc to be included as an attachment to this form.</i></p>

	<i>This is also to include end to end peering and IP transit and service management arrangements including how any aggregation of capacity is managed.</i>
Testing and performance results	<i>[Response to include testing methodology]</i>
Throughput	<i>[Throughput to be expressed as Mbps to include aggregate average and maximum peak throughput for each use case]</i>
Availability	<i>[Availability is to include % available and definition of availability used in measurement]</i>
Key differences or complexity compared to solution for Kosrae and South Tarawa	<i>[list any differences or issues when applying to Kosrae / South Tarawa]</i>
Purchaser's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone number:	<i>[insert telephone numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

In reference to ITA 5.1, for the information of the Applicants, at the present time firms and individuals, supply of goods, or contracting of works or services, from the following countries are excluded from this Prequalification process:

Under ITA 5.1 (a) none

Under ITA 5.1 (b) none

Section VI – Fraud and Corruption

(The text in this Section VI shall not be modified)

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “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;
- iv. “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;
- v. “obstructive practice” is:
 - (a) 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
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such a firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in request for bid/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification Application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Purchaser’s Requirements

Section VII - Scope of Purchaser’s Requirements

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1. Requirements

The Governments of the FSM and Kiribati have received financing from the World Bank and they intend to apply part of the proceeds to payments for interim satellite connectivity to Kosrae (FSM) and Tarawa (Kiribati) to improve connectivity before the completion of the EMC Cable system in 2025.

BNL and FSMTCC are the wholesale network operators in each country responsible for building and operating the EMC cables. Both are building FTTH networks as to make the most of the new EMC cable when it lands.

FSMTCC and BNL will jointly procure but separately contract for the capacity and associated equipment.

The two companies are looking for main trunk capacity for delivery to service providers. Capacity would be supplied to a single Satellite Earth Station where it is then shared between service providers, who then deliver it to end customers through their networks. This is the traditional solution for a wholesale provider.

The companies are also interested in the possibility of purchasing high demand point capacity for delivery to key network nodes, such as mobile base stations, and the option for individual connectivity solutions as an option for connecting individual homes and businesses. Specifically:

- i. To multiple network locations. This could either be to individual service providers or if they are able to support such a solution, directly to mobile base stations or other distributed nodes. This latter option would remove any issues in local terrestrial backhaul.
- ii. To individual households directly through an individual terminal, avoiding any issues with local access.

The two companies anticipate contracting for capacity and for terminal equipment.

FSM Telecommunications Cable Corporation

FSM Telecommunications Cable Corporation (FSMTCC) or more commonly referred to as the Open Access Entity (OAE) was established by the 2014 Telecom Act to own the common infrastructure and make that available to an open telecommunications market.

OAE owns cables from Yap to Guam, Chuuk to Pohnpei and has access rights on the HANTRU-1 cable from Pohnpei to Guam. It is jointly working with BNL and Nauru to construct the EMC cable which will connect Kosrae, Nauru and Tarawa to Pohnpei and then onto Guam.

Kosrae, FSM

Kosrae is home to approximately 6600 people and ~ 1200 homes (2010 Census). It is currently connected via geo-stationary satellite and has widespread adoption of DSL and 3G services.

FSMTCC is in the detailed planning stages of an open access Fiber to the Home Network for

Kosrae. The network has not been built yet and local access networks in Kosrae are currently limited in their ability to deliver increased speeds.

The current licensed operators providing service in Kosrae are FSM Telecom (fixed and mobile), Kacific. The OAE is obligated to provide the capacity on an open access basis and although there is currently only a single operator, it is possible that a new entrant requests service and OAE must be able to share the bandwidth with a yet unknown entrant on an equitable basis.



Figure 1 - Kosrae – 163W 5.3N - North Pacific Ocean

BwebwerikiNET Limited

BwebwerikiNET Limited (BNL) a state-owned entity owns, manages and operates telecommunications infrastructure and other associated infrastructure in the Republic of Kiribati.

BNL is implementing three major telecom infrastructure initiatives, which are:

- a. The implementation and operation of the newly completed cable branch connecting Kiritimati to the Southern Cross Next Cable (SX NEXT) system
- b. The design, implementation, and operation of the EMCS cable system that will connect South Tarawa to the State of Pohnpei, FSM with onward connectivity to Guam, and
- c. The design, implementation, and operation and of a terrestrial fiber optic network (FTTP) that will connect users on South Tarawa to the EMCS cable landing station.

To address the three-year gap between the delivery of its two submarine cable systems, BNL is considering expansion and delivery of broadband satellite capacity to providers on South and this will be in collaboration with FSM.

Tarawa, Kiribati

South Tarawa has a population of approximately 68,226 people and 9,444 Households (2020

Census) making up 52.8% of the total population. The average size of a household on South Tarawa is 6.5 persons.

South Tarawa is serviced by two main mobile operators providing 2G, 3G and 4G services, using Geo-stationary broadband satellite services. There are no fixed services.

The core distribution network in South Tarawa is via microwave radio links connecting provider base station towers to their core platform on the island. A fiber trunk system on South Tarawa is under procurement and is being rolled out by Q3 2023.

2. Process and Next steps

Following pre-qualification, FSMTCC and BNL will provide qualified Applicants with a request for bid (RFB) and a draft contract. The responses from the pre-qualification process will assist FSMTCC and BNL in finalizing the RFB documents.

Bidders will respond to the RFB with Bids that demonstrate how they meet the requirements of the RFB and the proposed price. Bids will be evaluated based on the technical and financial solutions provided.

The table below sets out the indicative timeline:

Item	Timeframe
Formal request for application for prequalification	March
Application to Prequalify closure date	May 26
Pre-qualification selection of Bidders	June 9
RFB documents provided including specific site requirements and numbers of initial terminals	End June
RFB Bids submitted	Mid July
Preferred bid selected	Early August
Contract signed	September
Initial Service commences	October
Rollout of terminals to initial sites	October
Additional terminals and capacity growth	2024
Expected Service Conclusion	December 2025