

UAP Goods and Services Tender 2- POWER GENERATION



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Regulator

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TELECOMMUNICATIONS AND RADIOCOMMUNICATIONS REGULATOR

Request for Proposals (RFP)

TO PROVIDE POWER GENERATION, STORAGE AND TRANSMISSION FACILITIES FOR THE TABLETS FOR STUDENTS (TFS) PROGRAMME

TENDER NO: TFS-02.14

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CONTENTS

1	INVITATION FOR TENDER.....	3
2	REQUIREMENTS.....	5
3	ANNEX A – Technical requirements.....	10
4	ANNEX B - Technical Selection Criteria	10
5	ANNEX C – other selection criteria	10
6	ANNEX D: BIDDER FORMS	11
7	ANNEX E: DRAFT STANDARD CONTRACT	15

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1 INVITATION FOR TENDER

1.1 Introduction

- 1.1.1 Vanuatu has liberalised its telecommunications market in 2008 and has undergone a significant transformation in accordance with the Government policy to stimulate the national economy. One of the policies of the Government is the Universal Access Policy (UAP). This policy aims to provide telecommunications internet services into rural and unserved areas that are not commercially viable for operators to provide telecommunications services.
- 1.1.2 As a means of expanding demand, maximising impact and learning important lessons in how best to harness the use of information and communications technologies for the furtherance of Vanuatu's development goals, TRR is embarked on three pilot programs. One of them, Tablets for Students (TFS), will make 7 inch Android tablets available to students in 7 schools located throughout Vanuatu.
- 1.1.3 Four of the identified schools currently have no power generation capability. They will be provided with solar power generation, storage and transmission capabilities sufficient to ensure that 48 tablets and one laptop are charged in full once every 24 hours, typically from 5-8 p.m. on weekdays and 6-9 p.m. on weekends.
- 1.1.4 Charging will be conducted through a 'charge cart' as defined in UAP GOODS & SERVICES TENDER 3 – CHARGE CARTS. This will provide 12V current at 1.5 Amperes to each of 48 tablets simultaneously.
- 1.1.5 TRR is responsible for carrying out the Tender.
- 1.1.6 Tendering will be conducted through the Open and Competitive Tendering procedures in accordance with TRR's Tendering Guidelines and Procedures (as amended) as approved by the Tenders Board pursuant to the requirement of the Telecommunications and Radiocommunications Regulation Act 2009.
- 1.1.7 Tenders will be evaluated and Contracts will be awarded to the Bidder that, having met or surpassed the established technical criteria, provides best value.

1.2 Administrative information

- 1.2.1 Bidders may obtain further information and inspect the Tendering Documents at the address below between the hours of 8.30 am – 11.30am and 1:30 pm - 4:30 pm. A complete set of Tendering Documents in English may be obtained by interested Bidders on the submission of a written application to the following address;

Telecommunications & Radiocommunications Regulator (TRR)

First Floor
Rossi Ocean Walk Building
Lini Highway
Port Vila
Vanuatu
or
E-mail: enquiries@trr.vu

- 1.2.2 **Closing Date:** Completed Technical Bids must be emailed to jobs@trr.vu and Financial Bids delivered to TRR at the above address by 4.30 pm on 19 December, 2014.

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2 REQUIREMENTS

2.1 Eligible Bidders

2.1.1 This RFP is open to Bidders that have the legal right to import, trade and sell goods and services in Vanuatu.

2.2 Bidder registration

2.2.1 All interested bidders must register their Company Name, Postal Address, Representative, email and Telephone number at the Office of the TRR if they intend to submit a response to this RFP.

2.2.2 Bidders can register their details by emailing it to TRR's email address or writing to TRR marking their Registration "CLICC & TFS Pilot Project Registration".

2.3 Discussions with Bidders

2.3.1 TRR will make staff available to respond to questions by Registered Bidders before Bidders submit their bids. The discussions are intended to provide an opportunity for Registered Bidders to ask questions and to seek more clarification on the Tender documents and project as a whole.

2.3.2 TRR will not accept any questions or queries submitted by any Bidders who have not registered.

2.4 Tender documents

2.4.1 The Tendering Documents should be read in conjunction with any addendum issued.

2.4.2 TRR is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the address indicated in the Tender Invitation Form.

2.4.3 The Bidder is expected to examine all Instructions contained in this RFP, Forms, Annexes and other information if the Regulator sees fit to instruct Bidders during the tender. Failure to furnish all Information required by this RFP or to submit a Bid that is not in accordance with this RFP will be at the Bidder's risk and may result in rejection of its Bid as being **Non-Compliant**.

2.4.4 The rights and obligations of a Bidder and information regarding the Project Deliverables are set out in Annex A and the Draft Contract in Annex B.

2.4.5 If a Registered Bidder requires any clarification, the Bidder must notify the Regulator in writing (preferably by email).

2.4.6 TRR will respond in writing to any request for clarification that it receives earlier than **the Closing Date**. No questions or clarifications will be accepted after this time.

- 2.4.7 At any time prior to the Closing Date, the Regulator may amend the Tendering Documents by issuing an addendum.
- 2.4.8 Any addenda issued in this way will be part of the Tendering Documents and will be communicated by email to all Registered Bidders.
- 2.4.9 To give Registered Bidders reasonable time in which to take an Addendum into account in preparing their tenders, the Regulator may, at its discretion, extend the Closing Date.

2.5 Preparation of Bids

- 2.5.1 The Bidder must bear all costs associated with the preparation and submission of its Bid, and TRR shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.5.2 The Bid, and all correspondence and documents related to the Bid exchanged by the Bidder and TRR must be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages into English.

2.6 Tender Validity

- 2.6.1 Bids must remain valid for the **Tender Validity Period**. A tender valid for a shorter period may be rejected by the Evaluation Committee as non-compliant.
- 2.6.2 In exceptional circumstances, prior to the expiration of the Tender Validity Period, the Evaluation Committee may request Bidders to extend the period of validity of their tenders. The request and the responses must be made in writing. A Bidder agreeing to the request will not be required or permitted to modify its tender.

2.7 Insurance

- 2.7.1 The successful Bidder must maintain or cause to be maintained on behalf of itself and all material and subcontractors to whom the successful bidder has subcontracted in relation to the construction and provision of the Services at all times during the Term of this Agreement, in a form and with insurers acceptable to TRR.
- 2.7.2 The insurance provided must be effective with valid and enforceable policies issued by reputable insurance companies that are acceptable to TRR.
- 2.7.3 Insurance certificate must be provided to TRR which covers all equipments, projects and personal engaged in this project within 60 days of the Effective Date.

2.8 Confidentiality

- 2.8.1 Persons obtaining or receiving this tender and any documents issued in relation to the tender process acknowledge their confidentiality and may use the tender and such documents only for the purpose of preparing the Tender.
- 2.8.2 Bids will be treated as confidential. TRR will not disclose contents except:

- a) as required by law;
- a) for the purpose of investigations by other government authorities having relevant jurisdiction;
- b) to members of the Evaluation Committee; or
- c) general information from Bidders required to be disclosed by government policy.

2.9 Complaints about the Tender process

2.9.1 Any complaint about the tender or the tender process must be submitted to the Regulator in writing promptly upon the cause of the complaint arising or becoming known to the Bidder. The written complaint must set out:

- a) the basis for the complaint (specifying the issues involved);
- b) how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
- c) any relevant background information; and
- d) the outcome desired by the person or organisation making the complaint.

2.9.2 Any complaint submitted that relates to the conduct or performance of TRR or the manner in which TRR has handled the Tender Process must also be copied to the relevant Director General of Ministry responsible for telecommunications.

2.10 Bids

2.10.1 All Bids become the property of TRR. Bidders will retain all ownership rights in any intellectual property contained in their Bid. The submission of a Bid does not transfer to TRR any ownership interest in the Bidder's intellectual property rights, or give TRR any rights in relation to the Bid, except as expressly set out below.

2.10.2 Each Bidder, by submission of their Bid, is deemed to have licensed TRR to reproduce the whole, or any portion, of their Bid for the purposes of enabling TRR to evaluate the Bid.

2.11 Publicity

2.11.1 A Bidder receiving the Tendering Documents must not make any public statement in relation to the tender, the tender process, the Bidder's response, or the Bidder's participation in the tender without TRR prior written consent.

2.12 Status of Bid

2.12.1 Each Bid constitutes an irrevocable offer by the Bidder to TRR to provide the services on the terms and conditions of the Contract (subject to the Statement of Compliance, if any), and represents acceptance by the Bidder of all terms and conditions, and procedural requirements of this tender, as set out in these tendering documents.

2.12.2 A Bid must not be conditional on:

- a) board approval of the Bidder or any related body corporate of the Bidder being obtained;
- b) the Bidder conducting due diligence or any other form of enquiry or investigation;

- c) the Bidder (or any other party) obtaining any regulatory approval or consent;
- d) the Bidder obtaining the consent or approval of any third party, other than any planning permissions e.g. to erect masts or infrastructure sharing; or
- e) the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

2.12.3 TRR may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above.

2.13 TRR's Right

2.13.1 Subject to the Laws of Vanuatu TRR reserves the right, in its absolute discretion at any time, to:

- a) cease to proceed with, or suspend the tender process;
- b) alter the structure and/or the timing of the Tendering Documents or the tender process;
- c) vary or extend any time or date specified in these Tendering Documents for all or any Bidder or other persons;
- d) terminate the participation of any Bidder or any other person in the tender process;
- e) require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
- f) negotiate with any one or more Bidder and allow any Bidder to alter its Tender;
- g) call for new Tenders;
- h) reject any Tender received after the Closing Date;
- i) reject any Tender that does not comply with the requirements of these Tendering Documents; or
- j) consider and accept or reject any alternative responses.

2.14 Submission and opening of Bids

2.14.1 Bidders must submit their technical proposal by email in pdf or similar format to jobs@trr.vu or hand deliver hardcopy at TRR's Office at the address above, before the Closing Date.

2.14.2 It is the responsibility of the Bidder to ensure that their responses to the RFP have reached TRR before the Closing Date.

2.14.3 Any queries regarding this RFP should be addressed to the address set out in Section 1 of this RFP.

2.15 EVALUATION PROCESS AND OUTCOME

2.15.1 An Evaluator will evaluate proposals submitted by Bidders, and present his or her recommendations to the UAP Grant Review Committee (the Committee).

2.15.2 The Committee will evaluate the proposals according to the criteria provided by the Evaluator.

2.15.3 TRR reserves the right, at its sole discretion, to accept any proposal it chooses in full or part, negotiate with any responding Bidders, and accept any alternative proposals.

2.16 GOVERNING LAW

2.16.1 This tender and the tender process are governed by the laws of the Republic of Vanuatu. Each Bidder must comply with all applicable laws in preparing and lodging its Tender and in taking part in the Tender process.

3 ANNEX A – TECHNICAL REQUIREMENTS

3.1 Physical characteristics:

- 3.1.1 There must be available and provided sufficient solar-generated power to charge 48 tablets simultaneously at 12V and 1.5Amps each, for a minimum of 3 hours every day. Charging will be performed using a charge cart as defined in Annex A of UAP GOODS AND SERVICES TENDER 3 – CHARGE CARTS.
- 3.1.2 Electrical storage capacity must be sufficient to continue providing charging services for 4 days without power generation.
- 3.1.3 Electrical transmission lines must be in accordance with all legal requirements and provided into the building where tablets will be stored; and to a single, dedicated (i.e. hard-wired) connection directly to the charge cart. The connection will be secured such that it cannot easily be used for other purposes.
- 3.1.4 The bidder will source, deliver and install all necessary equipment ON-SITE in each of the following locations:
 - a. Venie School, Mataipevu, South Santo;
 - b. Merei Center School, Tassiriki, South Santo;
 - c. Ambaebulu School, Lavatumemea, Ambae;
 - d. Epi High School, Lamén Bay, Epi.

4 ANNEX B - TECHNICAL SELECTION CRITERIA

TRR will be considering the following technical criteria when considering submissions:

- 1. Materials and construction quality
- 2. Simplicity and appropriateness of design
- 3. Ease of installation/operation
- 4. Maintenance load
- 5. Service lifecycle of equipment

5 ANNEX C – OTHER SELECTION CRITERIA

TRR will also be considering service & support offerings, and terms of warranty when considering candidates. Bidders must clearly indicate what warranty, guarantees or other offers of indemnification they are willing to offer, and on what aspects of the goods and services on offer.

6 ANNEX D: BIDDER FORMS

6.1 Forms

6.1.1 This document outlines what forms are required to be submitted by the bidders. Included in this word document are the following Technical forms:

- a) TECHNICAL FORM 1: BID Overview
- b) TECHNICAL FORM 2: Prior Experience

6.2 TECHNICAL FORM 1: BID Overview

<p>Name of Bidder: <i>provide your companies full legal name here</i></p>	
<p>In case of JV, legal name of each party: <i>insert legal name of each party in JV</i></p>	
<p>Bidder's place of Business Registration: <i>insert actual Country of Business Registration. If you are not registered as a company in Vanuatu please outline your intentions to do so here.</i></p>	
<p>Bidder's Legal Address/Registered Office in Country of Registration:</p>	
<p>Details of Bidder's shareholders or other owners as at the date of submitting the Tender</p>	
<p>Name of Telecom Licence of Licensee: <i>should license be obtained post contract award please note this here</i></p>	
<p>Authorised Representative & Contact Person Name: <i>please name one person only</i></p>	
<p>Telephone & email address of Key Contact:</p>	

6.3 TECHNICAL FORM 2: Prior Experience

Please use the table below to provide details for similar projects that you have delivered in the past. You may repeat this table, for multiple projects, as many times as you wish.

Country		Client	
Date		Duration of Project	
Description of Service Delivered			
Description of Technology Utilised			
Current Status of Service delivered			

6.4 TECHNICAL FORM 3: Schematic Drawing

Please include a schematic drawing showing in detail the system as it will be installed and configured on-site.

6.5 TECHNICAL FORM 4: Materials and Costs

Please include a detailed materials listing, including cost per unit, subtotal and total cost.

6.6 TECHNICAL FORM 5: Transport and Delivery

Please include a detailed list of transport and delivery-related costs. These should consist **ONLY** of those costs incurred transferring equipment from your business premises to the remote site.

6.7 TECHNICAL FORM 6: Labour and Installation

Please include a detailed list of all labour and installation costs, indicating cost per hour, subtotal and total labour costs.

6.8 TECHNICAL FORM 7: Service and Support

Please provide a detailed list of maintenance tasks and estimated costs for the first 24 months of the life of the system.

Please provide as well a list of what warranty, guarantees or other offers of indemnification you are willing to offer, and on what aspects of the goods and services.

7 ANNEX E: DRAFT STANDARD CONTRACT

**DRAFT CONTRACT KEY
TERMS**

**UAP/ICT PROGRAMES
SERVICE/GOODS AGREEMENT**

Between

**THE TELECOMMUNICATIONS AND RADIOCOMMUNICATIONS
REGULATOR**

F/1 Rossi Ocean Walk Building, Lini Highway, P.O Box 3547, Port Vila, Vanuatu
[hereinafter referred to as “**TRR**”]

And

XXXXXXXX

KEY LIST OF TERMS, INTER ALIA, INCLUDES:

- 1. PARTIES**
- 2. CONSIDERATION**
- 3. GENERAL PROVISIONS**
- 4. AGREED DOCUMENTS**
- 5. GENERAL CONSTRUCTION**
- 6. GOVERNING LAW**
- 7. COMMENCEMENT AND TERM**
- 8. SERVICES/GOODS**
- 9. INSURANCE**
- 10. PROJECT ADMINISTRATION**
- 11. FORCE MAJEUR**
- 12. TERMINATION**
- 13. DISPUTE RESOLUTION**
- 14. SCHEDULES**