



Government of
The Republic
of Vanuatu



Telecommunication &
Radiocommunication
Regulator

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Documentary Film

Vanuatu Broadband UAP Pilot

TENDER NO: 02.11

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1 INVITATION FOR TENDER

1.1 Introduction to Universal Service in Vanuatu

- 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) which is currently in draft and being progressed by the Ministry of Infrastructure and Public Utilities (MIPU) with the support of the Telecommunications and Radiocommunications Regulator (TRR). UAP aims to provide telecommunications services into rural and unserved areas that are not commercially viable for operators to provide telecommunications services.
- 1.1.2 Although UAP covers all telecommunication services, Vanuatu currently has mobile coverage for over 85% of the population and thus the current focus for UAP services has moved to the introduction of Broadband internet services.
- 1.1.3 Four UAP Broadband Pilot Areas have been selected by the Government which include: Southwest Bay Health Centre on Malekula, Nebul Health Centre on Ambrym, Rensarie High School on Malekula and Melsisi High School on Pentecost. These four UAP Pilot projects are intended to gain experience prior to the launching of a wider broadband Internet Access UAP Funded projects. Crucially the UAP Pilot Projects are seeking to establish the most appropriate actions to be taken to maximise the sustainability of the internet services provided.
- 1.1.4 In order to communicate lessons learned in the UAP Pilot funded projects supporting access to internet services, TRR is now issuing this Tender for the production of a UAP Documentary Film.
- 1.1.5 TRR is therefore inviting sealed tenders from Film companies or individuals for the provision of a Documentary Film about this UAP Broadband pilot project. Bidders are invited to bid for this film work and the final award will depend on the quality of the proposals and presentations. Bidders should have, and will be required to provide evidence of specific experience and capabilities in the provision of such services and a commitment to developing the media industry in Vanuatu.
- 1.1.6 Tender will be conducted through an open and competitive tender process where it will be evaluated by TRR. The Contract will then be awarded to the Bidder that best achieve the project deliverables as provided in Schedule 1 of this RFP.

1.2 Administrative information & Key dates

- 1.2.1 Bidders may obtain further information at the address below between the hours of 8.30 am – 11.30am and 1:30 pm - 4:30 pm.

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: Bidders must submit their Bids to the above address by 5 pm on 4th of AUGUST 2011. Late submission of Bids will receive a notification of non-acceptance will be returned unopened.

- 1.2.3 **Bidders meeting** with TRR will be on **21st of July from 9am to 11am**. During this meeting TRR will present the project and bidders will be given the opportunity to ask questions.
- 1.2.4 **Bidders Presentation:** bidders will be required to present their previous films and demonstrate their experience to TRR on either **August 5th or 8th**. Appointments will be scheduled for this.

2 DEFINITIONS:

Agreement means the draft UAP Film Service Agreement in Schedule 3 that will be signed between the successful Bidder and TRR for the Services as set out in the terms and conditions of the Agreement.

Evaluation Committee refers to a committee led by TRR, entirely responsible for opening, assessing and evaluating all proposals of this tender.

Government means the Government of the Republic of Vanuatu.

Milestone means achieving deliverables according to Milestone Periods.

Milestones Periods means the dates the successful Bidder must achieve the milestones as set out in Schedule 2.

Non-Compliant means not fulfilling the requirements set out in this RFP.

Project Deliverables means the expected deliverables set out in Schedule 1.

RFP means Request For Proposal.

Service means the provision of providing filming and making documentary in accordance with Schedule 1.

Signing Date means the date that the Agreement will be signed between the successful Bidder and TRR. .

Tender Documents means this RFP and the Tendering Forms attached to this RFP and any other addendum issued by TRR during the tendering process.

TRR means the Telecommunications and Radiocommunications Regulator or can also refer to as the **Regulator**.

Tender Validity Period means the period 120 calendar days following the Closing Date.

Uneconomic Areas means areas in Vanuatu where there is market failure and it is not economically viable for existing telecom operators to build infrastructure to provide telecommunications services or for service providers to provide telecommunications services.

UAP means the Universal Access Policy as determined by the Council of Ministers.

UAP Pilot Areas refer to geographic areas including the Southwest Bay Health Centre on Malekula, Nebul Health Center on Ambrym, Rensarie High School on Malekula and Melsisi High School on Pentecost where the successful bidder will build and provide the Broadband Internet services.

3 REQUIREMENTS

3.1 Eligible Bidders

3.1.1 This RFP is open to Bidders that have a valid Business Licence for filming in Vanuatu.

3.2 Request for Clarification

3.2.1 TRR will assist and ready to response to any query raised by Bidders regarding the process of the tender, the Clauses of this RFP or any other queries the Bidder want to raise with TRR prior submitting their Bids for providing the Services as set out in Schedule 1.

3.2.2 If a Bidder requires any clarification, the Bidder must notify TRR either in:

- a. writing (preferably by email); or
- b. by phone calling the office of TRR.

4 TENDER FORMS

4.1.1 The Tender Forms attached to this RFP should be read in conjunction with any addendum issued by TRR.

4.1.2 The Bidder is expected to examine all instructions contained in this RFP, Forms, Annexes and other information if TRR 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**.

4.1.3 The rights and obligations of a Bidder and information regarding the Project

Deliverables are set out in Schedule 1 and the Draft Agreement in Schedule 3.

- 4.1.4 At any time prior to the Closing Date, TRR may amend the Tender Forms and any information by issuing an addendum.
- 4.1.5 Any addenda issued in this way will be part of the Tender documents and will be communicated by email to all Bidders.
- 4.1.6 To give Bidders reasonable time in which to take an Addendum into account in preparing their tenders, TRR may, at its discretion, extend the Closing Date.

5 PREPARATION OF BIDS

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 The Bid must include the following:
 - a) Bidder Forms: Forms 1, 2, 3 and the financial form and the response to this RFP together with any attachments or documentation required in those forms; and
 - a) The Bidders Business Licence to film.

6 TENDER VALIDITY

- 6.1.1 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.
- 6.1.2 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.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1.1 All Bids become the property of TRR. Bidders however 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 or interest in the Bidder's intellectual property rights, or give TRR any rights in relation to the Bid, except as expressly set out below.
- 7.1.2 Notwithstanding Clause 3.6.1 above, 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.

8 CONFIDENTIALITY

- 8.1.1 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.
- 8.1.2 Bids will be treated as confidential. TRR will not disclose contents except:
- a) as required by law;
 - b) for the purpose of investigations by other government authorities having relevant jurisdiction; or
 - c) general information from Bidders required to be disclosed by government policy.

9 COMPLAINTS ABOUT THE TENDER PROCESS

- 9.1.1 Any complaint about the tender or the tender process must be submitted to TRR 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.
- 9.1.2 TRR will respond to any complaint raised by Bidders and will address the matter within 10 days of receiving the complaint.

10 PUBLICITY

- 10.1.1 A Bidder receiving the Tender 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.

11 STATUS OF BID

11.1.1 Each Bid constitutes an irrevocable offer by the Bidder to TRR to provide the services on the terms and conditions of the Agreement and represents acceptance by the Bidder of all terms and conditions, and procedural requirements of this tender, as set out in these tender documents.

11.1.2 A Bid must not be conditional on:

- a) the availability of any equipment such as video camera or any other equipment that will be used by the Bidder for providing the Service;
- b) the Bidder conducting due diligence or any other form of enquiry or investigation;
- c) the Bidder obtaining the consent or approval of any third party; or
- d) the Bidder stating that it wishes to discuss or negotiate any commercial terms of the Agreement.

11.1.3 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.

12 TRR'S RIGHT

12.1.1 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 Tender Documents or the tender process;
- c) vary or extend any time or date specified in these Tender 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 Tender Documents; or
- j) consider and accept or reject any alternative responses.

13 SUBMISSION AND OPENING OF BIDS

13.1.1 Bidders must submit **3 copies** and **1 original** of their Bids to TRR's address as set out in Clause 1.2.1 above before the Closing Date, sealed and duly marked "Bid for filming" and **"WARNING: DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OFFICER**

APPOINTED, BEFORE *[insert (5pm) and date of the Closing Date for submitting the tender as indicated in Clause 1.2.3].*

- 13.1.2 Bidders must also submit in **a separate envelope 3 copies and 1 original** of their **Financial Bid** to TRR’s address before the Closing Date sealed and duly marked “Bid for filming” and **“WARNING: DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OFFICER APPOINTED, BEFORE** *[insert (5pm) and date of the Closing Date for submitting the tender as indicated in Clause 1.2.3].*
- 13.1.3 If the envelopes are not sealed and marked as required, TRR may deem the Bid to be Non Compliant.
- 13.1.4 It is the responsibility of the Bidder to ensure that their Bids have reached TRR before the Closing Date.
- 13.1.5 Any queries regarding this RFP should be addressed as provided in Clause 3.2 of this RFP.

14 EVALUATION PROCESS AND OUTCOME

- 14.1.1 TRR will evaluate all Bids submitted by Bidders.
- 14.1.2 TRR will evaluate the Bids according to the criteria detailed below, producing a total score of 100% (60% for the technical criteria assess and 40% for financial bid).
- 14.1.3 The Technical criteria that TRR will assess and the points are as follows (out of a total of 100 points weighted at 60% of the overall score);

Description	Total Points for Criteria
Prior Experience (Form 2) <ul style="list-style-type: none"> • Filming Quality • Sound Quality • Voiceover & Script • Variety of experience 	Total 80 30 20 10 20
Implementation Approach (Form 3)	20
TOTAL	100

Please note: although this tender process requires the bidder to fill out the forms as outlined further in this document, **the most important part of the bidder’s response is the films that the bidder shows to TRR in early August (see 1.2.4 on page 4).** The TRR team will be evaluating the films that the bidder demonstrates according to the points system explained above.

14.1.4 FINANCIAL POINTS (out of a total of 100 points or 40% of the total score)

The formula for determining the financial score is the following:

$$S_f = 100 \times \frac{1 - (F - F_{\min})}{(F_{\max} - F_{\min})}$$

In which:

S_f is the financial score of the firm whose total evaluated price is F

F_{\min} is the lowest total evaluated price

F_{\max} is the highest total evaluated price

14.1.5 The weights given to the criteria that will be assessed on and the Financial Bids are:

Technical Criteria Assessed C = 0.6, and Financial F = 0.4

14.1.6 Bids scoring less than 50% of the overall score of the criteria assessed after the evaluation process will be eliminated from the process.

14.1.7 The Agreement will be awarded to the responding Bidder who receives the highest combined score.

14.1.8 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 or terminate the process if all Bids did not reach the required score as set out in Clause 3.13.6 above.

15 GOVERNING LAW

15.1.1 This tender and the tender process are governed by the laws applying in 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.

Broadband Pilot Project

16 SCHEDULE 1: PROJECT DELIVERABLES AND TERMS OF REFERENCE

(please see attached)

Broadband Pilot Project

17 SCHEDULE 2: MILESTONES PERIODS

Milestones	Deliverables	Date for Bidder to Achieve
1	TRR and successful Bidder approve storyboard in soft copy	2 weeks after the Contract Signing Date
2	TRR approve script and interview questions in a word file	3 weeks from Contract Signing Date
3	Draft cut of the film, providing access to the raw filming if required by TRR	11 months from the Signing Date or as agreed by both parties
4	Final 60 minutes film to international documentary standards	Delivered within 1 month of achieving Milestone 3

Broadband Pilot Project

18 SCHEDULE 3 – DRAFT UAP FILM SERVICE AGREEMENT

NOTE: the draft agreement will be provided to bidders who email to enquiries@trr.vu or telephone +678 27621 requesting a copy before the closing date.

19 BIDDER FORMS

Forms

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

- a) FORM 1: Bidder Overview
- b) FORM 2: Prior experience – please note a presentation will be required also
- c) FORM 3: Implementation Approach

Each bidder will also need to complete the below Financial form and MUST submitted in a separate envelope from the above forms:

- a) FINANCE FORM 1: Project Cost(s)

FORM 1: BIDDERS DETAILS

Name of Bidder: <i>provide your companies full legal name here</i>	
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>	
Bidder's Legal Address/Registered Office in Country of Registration:	
Business License Number:	
Staff Details: <i>name of key staff who will be working on this assignment and their role</i>	
Authorised Representative & Contact Person Name: <i>please name one person only</i>	
Telephone & email address of Key Contact:	

FORM 2: BIDDER'S 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.

In addition to the written information supplied, each bidder will be required to present examples of prior filming work in Vanuatu. This presentation will be organised by TRR and up to 1.5 hours will be made available for the film company to demonstrate their prior work.

Country		Client	
Date		Duration of Project	
Description of Film or Documentary Delivered			
Description of Technology Utilised			
Description of Staff Involved and their roles.			

FORM 3: IMPLEMENTATION APPROACH

Bidder Name:	
Implementation & Project Plan for: <i>enter name of area here</i>	
<p>19.1.1 Please outline how you propose to implement your solution and meet the Milestones. The information in this form may not exceed 2 pages (font no less that 10pt) for each site. Please include information on your team how the filming and interviewing etc will be done. Please include details on your commitment to developing the Media Industry in Vanuatu.</p>	

FINANCIAL FORM – PROJECT COST

Please note: THIS FORM MUST SUBMIT IN A SEPARATE SEALED ENVELOPE(read instructions on pg 9 of this document)

Name of Bidder

Total Project Cost in Vatu excluding vat

Breakdown of total costs by milestones:

Milestone 1 **COST (VUV)**

Milestone 2 **COST (VUV)**

Milestone 3 **COST (VUV)**

Milestone 4 **COST (VUV)**

Please note the costs above include all project costs including travel, meals, flights to site as often as specified in the TOR etc. No further costs will be incurred by TRR that are not included in the above.