



Date: 2 March 2010

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Subject: Addendum 3 to the "Australia Indonesia Partnership for Decentralisation (AIPD) – Management Support Team" RFT of 23 January 2010.

Tenderers are advised of the following:

Clarifications to the RFT

1. Delete Clause 18 (Liquidated Damages) of Part 2 (Project Specific Contract Conditions) of the RFT and renumber the subsequent clauses as follows: 'Unconditional Financial Undertaking' becomes Clause 18; 'Performance Guarantee' becomes Clause 19.
2. Delete Clause 2.2 (h) of Part 4 (Draft Basis of Payment) of the RFT and replace with the following new Clause 2.2 (h):

“(h) insurance costs (including but not limited to, professional indemnity, worker’s compensation, public liability, and any other insurances as required under the Contract or deemed necessary by the Contractor) in accordance with **Clause 33** (Indemnity) and **Clause 34** (Insurance) of **Part B** (Standard Contract Conditions) of the Contract and **Clause 15** (Insurances) of **Part A** (Project Specific Contract Conditions) except any insurances required under **Clause 15.4**,”
3. Insert new Clause 2.2 (s) to Part 4 (Draft Basis of Payment) of the RFT as follows:

“(s) any insurances required under **Clause 15.4** of **Part A** (Project Specific Contract Conditions).”
4. Delete Clause 6.2 of Part 4 (Draft Basis of Payment) of the RFT and replace with the following new Clause 6.2:

“6.2 Reimbursable Procurement and Operational costs means goods and services not already provided through ANTARA such as taking over the leases on the existing four offices (Kupang, Mataram, Jayapura and Manokwari), establishing a Jakarta office, office furniture, computers, transport hire, internal economy airfares for program related in Indonesia travel, associated accommodation and per diems, vehicle purchase, office supplies/stationary, recurrent office costs (phone, fax, printers, papers, photocopier and software), communications, utilities, office rent required by the Contractor for the day-to-day administration, and any insurances required under **Clause 15.4** of **Part A** (Project Specific Contract Conditions).”

Questions raised by interested tenderers

5. **Q:** Table 5: Summary Table of Part 1 of the RFT includes Reimbursable Long-term Personnel Costs (novated positions) with a value of \$1,000,000 however Table 1: Total Amount Payable of Part 4 of the RFT doesn't include this item. Is this correct?

A: For the Basis of Payment the Reimbursable Long-term Personnel Costs will be listed as one overall cost, including the Specified Personnel, other Long-term positions as nominated by the Contractor and the Novated Personnel. The indicative cost of the Novated Personnel is only listed separately in Tender Schedule C – Financial Proposal for the purposes of the Tender.

6. **Q:** In regards to the Selection Criteria, Clause 5.2 of Part 1 of the RFT, can you allocate a weighting to the Contractor Representative role versus the other two nominated positions (i.e. PFM Specialist and M&E Specialist)?

A: The Selection Criteria weightings are specified at Clause 5.2 of Part 1 of the RFT. The sub-criteria do not have specific allocated weightings.

7. **Q:** Clause 34.2 of Part 6 – Standard Contract Conditions of the RFT allows AusAID to request Certificates of Currency with a list of exclusions. Could AusAID clarify the types of exclusions referred to?

A: No, the clause requires the contractor to provide a certificate of currency and to list the exclusions that are contained in the insurance policy. AusAID does not know what types of exclusions there may be and therefore wants the contractor to list them, as well as any excess; so that AusAID can be assured that the contractor has an appropriate level of insurance.

8. **Q:** With regards to Clause 34.2 of Part 6 – Standard Contract Conditions of the RFT is it alternatively acceptable to provide the contact details of the Insurance Broker?

A: No, we require the details specified in Clause 34.2.

9. **Q:** In Part 4 – Draft Basis of Payment of the RFT, Clause 2.2 (h) states that the Fixed Management Fee includes all insurance costs. In accordance with Clause 15.4 of Part 2 – Project Specific Contract Conditions of the RFT can AusAID please clarify the value of construction services and the proposed construction activities in order to ensure we have appropriate insurance coverage?

A: The construction services required under the AIPD are not known at this stage; therefore we cannot provide a value. As such the insurances required under Clause 15.4 of Part 2 of the RFT will be included as a reimbursable cost. See paragraph 2 above.

10. **Q:** Clause 18 (Liquidated Damages) of Part 2 – Project Specific Contract Conditions of the RFT states that the amount of Liquidated Damages is specified in Schedule 2. However Schedule 2 – Draft Basis of Payment, provided at Part 4 of the RFT, does not provide an amount. Please advise the amount for Liquidated Damages.

A: This is an error. Clause 18 (Liquidated Damages) of Part 2 of the RFT has now been deleted. See paragraph 1 above.

All other information as set out in the RFT dated 23 January 2010, Addendum 1 dated 4 February 2010 and Addendum 2 dated 19 February 2010 remains unchanged.