Australian Government

AusAID

ADDENDUM 2

Date: 13 August 2010 Pages: 6

Subject: Addendum 2 to the Australia Indonesia Partnership for Justice (AIPJ) – Implementation Service Provider (ISP) RFT released 31 July 2010

Tenderers are advised of the following:

Clarifications to the RFT:

1. **Part 1, Table 1: Specified Personnel (p 11)**: Delete existing Table 1 and replace with new Table 1 as provided at Attachment 1 to this Addendum.

2. **Part 1, Clause 9.7 (p 11)**: change existing reference to "Clauses 7 and 8" to new reference to "Clauses 7, 8 and 9."

3. **Part 1, Clause 8.8 (p 11)**: Insert new Clause 8.8 as follows:

   "8.8 Tenderers must detail in Table 1: Specified Personnel above, the leave entitlements of nominated Specified Personnel. Where annual recreation leave entitlements exceed two (2) trips or a total of four (4) weeks per twelve (12) month period, a justification must be provided along with a narrative description of how the Tenderers will ensure, during Specified Personnel absences, the continued quality of services. Tenderers should note that leave entitlements and the management strategy may be assessed by the TAP or AusAID as part of the technical assessment process. AusAID reserves the right to negotiate leave entitlements should AusAID consider them excessive."

4. **Part 1, Clause 9.9 (p 12)**: change existing reference to "Clause 6" to new reference to "Clause 7."

5. **Part 1, Table 2A: Fixed Management Fee (FMF) (p 13)**: Delete existing 'Maximum Amount Payable' of "AUD 4100.80" and replace with new Maximum Amount Payable' of "AUD 3060.40."

6. **Part 1, Table 2B: Fixed Management Fee (FMF) – Option Period* (p 13)**: Delete existing 'Maximum Amount Payable' of "AUD 3,247.72" and replace with new 'Maximum Amount Payable' of "AUD 2,143.64."

7. **Part 1, Table 3, row (c) (p 14)**: change existing reference to "Table 4" to new references to "Tables 2A and 2B."

8. **Part 1, Table 3, row (o) (p 14)**: change existing reference to "Clause 20" to new reference to "Clause 16."

9. **Part 1, Table 5: Long-term Personnel – Breakdown of Monthly Fee Rates for Year 1 (p 16)**: Delete existing Table 5 and replace with new Table 5 as provided at Attachment 2 to this Addendum.

10. **Part 4, Clause 2.3 (g) (p 67)**: delete existing sub-clause (g) and replace with new sub-clause (g) as follows:

    "(g) mobilisation and demobilisation costs (including airfares, visa costs, compulsory arrival and departure taxes, and travel to and from the airport) at cost (subject to reasonableness) on a one-off basis, if applicable;"

11. **Part 4, Clause 3.6 (b) (vii) (p 68)**: Delete existing sub-clause 3.6 b (vii), and replace with new sub-clause 3.6 b (vii) as follows:

    "(vii) travel costs, including domestic and international program-related travel (economy class airfares for flight legs under four (4) hours and business class airfares for flight legs over four (4) hours), visa costs, compulsory arrival and departure taxes, travel to and from the airport, accommodation, per diems, and local transport costs where required."

12. **Part 4, Clause 4.2 (b) (p 69)**: change existing reference to "Clause 5.2(a) below" to new reference to "Clause 2.3(g) above."

13. **Part 4, Clause 7.2 (c) (p 71)**: change existing reference to "Tables 6A and 6B" to new reference to "Tables 2A and 2B."

14. **Part 4, Clause 7.2 (o) (p 71)**: change existing reference to "Clause 20" to new reference to "Clause 16."

15. **Part 4, Table 2C: Long-term Personnel – Breakdown of Monthly Fee Rates for Year 1 (p 74)**: Insert new Table 2C as provided at Attachment 3 to this Addendum.

16. **Part 4, Table 5, row (o) (p 76)**: change existing reference to "Clause 20" to new reference to "Clause 16."

17. **Part 5, Clause 19.2 (p 95)**: change existing reference to "Clause 7, Part 1" to new reference to "Clause 8, Part 1."

18. **Part 3, Clause 8.19 (p51)**: delete existing "Clause 8.19" and replace with new "Clause 8.19 as follows:

    "8.19 The Contractor shall provide support services for the initial AIPJ activities as identified in Clause 3.4 above."

Questions raised by interested parties:

1. Can AusAID advise how much on the ground presence in Indonesia is expected?

Answer: Clause 8.3 of Part 3 of the RFT advises the AIPJ Office is to be located in Jakarta, Indonesia. It is up to the tenderer to propose how best to manage and run the program to achieve the objectives.

2. Can AusAID advise how essential it is to speak Indonesian?

Answer: Sections 3.4 and 4.1.1 of the AIPJ Design Document provide some information on the use of Bahasa Indonesian in the context of the PDD as a whole, and a program that is to be managed in Indonesia. The Terms of Reference (ToR) for the Team Leader (TL) (Annex 1 to Part 3 of the RFT) also states Indonesian fluency for his role is "highly desirable". It is up to the tenderer to propose how best to manage and run the program to achieve the objectives.

<u>Team Member Inputs</u>

3. **Part 1, Clause 7.3 (d) (p 8)**: is the reference to "the duration of the project" for the initial 3 years of the Program or the initial period plus option period of 5 years?

Answer: For the response to the RFT we seek bar charts for the initial three (3) year period of the contract only.

<u>Specified Personnel - working with children</u>

4. **Part 1, Clause 8.6 (p 10)**: could AusAID confirm that no positions are specified as working with children?

Answer: AusAID confirms the Team Leader is not specified as working with children. The tenderer must specify in Table 1: Specified Personnel if any positions nominated as part of their bid are deemed as working with children. (See clarification to the RFT number 1 of this Addendum 2)

<u>Long Term Personnel - breakdown of monthly fee rate for Year 1</u>

5. **Part 1, Clause 9.11 (p 12) and Table 5 (p 16)**: could AusAID explain what the letters (a) to (h) represent in the column title row of Table 5? Can AusAID explain the intended subject content to be covered in the 5th column "Leave Allowance (e) & (f)"?

Answer: As detailed in Clause 9.12 of Part 1 of the RFT, Table 5 must be completed in accordance with Clause 2.3 of Part 4 – Draft Basis of Payment. The references (a) to (l) in Table 5 are to Clauses 2.3 (a) to (l) of Part 4 – Draft Basis of Payment. (See clarification to the RFT number 9 of this Addendum 2)

<u>Program Start Date</u>

6. **Part 2, Clause 2.2 (p 20)**: for the purposes of the tender, despite the uncertainty of the tender assessment period due to the "caretaker period", should tenderers assume 1 December 2010 (1 month prior to the end of AIPJ transition period) or 1 January 2011 (end of the AIPJ transition period) as the anticipated AIPJ-ISP program start date?

Answer: AusAID will determine the start time of both the contract as well as the agreed time for mobilisation with the preferred tenderer once the tender assessment process is over. Tenderers should assume a 1 month handover with the AIPJ transition program and an indicative start date of 1

December 2010 for the contract. The AIPJ transition program contract is due to end on 30 December 2010.

Taxation

7. **Part 2, Clause 13.2 (p 27):** refers to all applicable taxes being paid by the Contractor "except where the Contract, the Treaty between Australia and the Partner Country or the MOU provides otherwise". Could AusAID advise what taxes are exempt in both Australia and Indonesia in the Treaty between Australia and Indonesia and the MOU for the Contractor and Contractor Personnel?

Answer: Tenderers are advised that the General Agreement on Development Cooperation (GADC) between the Government of Australia (GoA) and the Government of Indonesia (GoI) which explains the treatment of GoI taxes, will apply to this activity. A copy of the GADC can be found at: http://www.austlii.edu.au/au/other/dfat/treaties/1999/13.html

For further information see Attachment 4 to this Addendum 2 (AusAID Information Note 1 June 2010). This advice on Indonesian tax exemptions on Australian development cooperation funds is provided for information purposes only. AusAID is not, and will not be, responsible or liable for the accuracy or completeness of any information contained in this Information Note. Tenderers must obtain their own independent advice in relation to taxation matters.

AIPJ transition activities

8. **Part 3, Clause 8.19 (p51)**: refers to the Contractor providing support services for ongoing AIPJ transition activities – could AusAID provide details on the activities that will be ongoing post 31 December 2010?

Answer: No, all activities conducted under the AIPJ transition program will be completed by 30 December 2010. (see Clarification to the RFT number 18 of this Addendum 2)

Fixed Management Fee (FMF)

9. **Part 4, Clause 7.2 (p) and Table 3 (p.14)**: Could AusAID clarify what "external audits" this refers to? Could AusAID confirm this cost is to be included in the FMF and does not come out of Activity Costs (Clause 6 of Part 4 of the RFT)?

Answer: Clause 7.2 (p) includes all external and internal audit and assurance costs related to the delivery of the services, including activities. AusAID confirms this cost is to be included as part of the FMF.

Long Term Personnel Costs

10. **Part 4, Clause 2.3 (e) (p 67)**: states that an allowance of up to four (4) weeks will be paid in leave. Will AusAID agree to up to six (6) weeks per annum paid annual leave for Long Term Personnel if requested by a bidder?

Answer: Tenderers must detail the proposed leave entitlements of nominated Specified Personnel in Table 1: Specified Personnel, in Part 1 of the RFT. Any requests in excess of the standard provisions in Clause 2.3(e) of Part 4 of the RFT will be considered in accordance with Clause 8.8 of Part 1 of the RFT. (See clarifications to the RFT number 3 of this Addendum 2)

11. **Part 4, Clause 2.3 (e) (p 67):** do the "*leave costs such as airfares*" include leave airfares for "accompanying dependants of Long Term Personnel"?

Answer: It is up to tenderers to determine if costs for dependants of Long Term Personnel will be included in their Long Term Personnel Costs. Clause 2.3(k) of Part 4 of the RFT covers these costs.

12. **Part 4, Clause 2.3 (g) (p 67)**: are "mobilization and demobilization compulsory arrival and departure taxes, travel to and from airports and visa, KITAS and work permit costs" included with the airfare costs under Clause 2.3 (g)?

Answer: Yes, these costs are included. (See clarifications to the RFT number 10 of this Addendum 2)

13. **Part 4, Clause 2.3 (g) (p 67):** do *airfares* in this Clause and the mobilization and demobilization travel costs referred to in the question above include mobilization and demobilization airfares and associated travel costs for accompanying dependants of Long Term Personnel?

Answer: It is up to tenderers to determine if costs for dependants of Long Term Personnel will be included in their Long Term Personnel Costs. Clause 2.3(k) of Part 4 of the RFT covers these costs.

14. **Part 4, Clause 2.3 (g) (p 67)**: for the mobilization and demobilization airfares, does this include "airfares: reimbursed at economy class for flight legs under four (4) hours and business class for flight legs over four (4) hours"?

Answer: It is up to tenderers to determine reasonable mobilisation and demobilisation costs for Long Term Personnel as needed.

15. **Part 4, Clause 2.3 (l) (p 67)**: should "*any profit, overheads - - - (etc)*" for Long Term Personnel be included in this Clause or under Clause 7.2 (q) of Part 4 as an FMF cost?

Answer: Costs associated with Clause 2.3 (l) must only be included once in the tender, under Clause 2 Long Term Personnel.

<u>Technical Support Pool Fund</u>

16. **Part 4 Clause 3.1 (p 67)**: is the AUD1,800,000 for the initial 3 years of the program or the full 5 years of the program for the initial period plus option period?

Answer: This amount is for the initial three (3) year contract period; if the option to extend is exercised additional funding will be provided as necessary.

17. **Part 4, Clause 3.6 (b) (vii) (p 68)**: do "*travel costs*" include "visa, KITAS and work permit costs, compulsory arrival and departure taxes, and travel to and from airports"?

Answer: Yes, these travel related costs are included in accordance with new Clause 3.6(b)(vii). (See clarification to the RFT number 11 of this Addendum 2)

18. **Part 4, Clause 3.6 (b) (vii) (p 68):** does "airfares: reimbursed at economy class for flight legs under four (4) hours and business class for flight legs over four (4) hours" apply to this Clause?

Answer: Yes, in accordance with new Clause 3.6(b)(vii). (See clarification to the RFT number 11 of this Addendum 2)

Reimbursable Costs

19. **Part 4, Clause 4.1 (p 68)**: is the AUD1,002,000 for the initial 3 years of the program or the full 5 years of the program for the initial period plus option period?

Answer: This amount is for the initial three (3) year contract period; if the option to extend is exercised additional funding will be provided as necessary.

20. **Part 4, Clause 4.2 (a) (pp 68-69)**: does this include the cost of Locally Engaged Staff (LES) office staff salaries?

Answer: No. All staff costs, locally engaged or foreign, are included under Clause 2 Long Term Personnel or Clause 7 Fixed Management Fee of Part 4 of the RFT.

21. **Part 4, Clause 4.2 (b) (ii) (p 69)**: does this include "visa, KITAS and work permit costs" for Long Term Personnel?

Answer: No. These costs are to be included only once in the tender under Clause 2.3 (g) of Part 4 of the RFT.

Activity Costs

22. **Part 4, Clause 6.1 (p 70)**: is the AUD18,600,000 for the initial 3 years of the program or the full 5 years of the program for the initial period plus option period?

Answer: This amount is for the initial three (3) year contract period; if the option to extend is exercised additional funding will be provided as necessary.

Attachments to Addendum 2:

1. Part 1, Table 1: Specified Personnel
2. Part 1, Table 5: Long-term Personnel – Breakdown of Monthly Fee Rates for Year 1
3. Part 4, Table 2C: Long-term Personnel – Breakdown of Monthly Fee Rates for Year 1
4. AusAID Information Note 1 June 2010
5. Kemitraan Australia Indonesia untuk Keadilan Dokumen Rancangan (AIPJ Design Document Indonesian Language version)

All other information as set out in the RFT dated 31 July 2010 and the Addendum 1 dated 10 August 2010 remains unchanged.

ATTACHMENT 1

Table 1: Specified Personnel

Position	Name	Total Inputs in person months		Referee Contact Details		Commit-ments	Leave Entitlements	Position Specified as Working with Children
		In-country	O/s	#1	#2			
Team Leader (TL)		36						No
Tenderer to nominate other positions								
(Add rows as needed)								

ATTACHMENT 2

Table 5: Long-term Personnel – Breakdown of Monthly Fee Rates for Year 1

Position	**Salary***	**Taxes**	**Super-annuation**	**Leave Allowance**	**Mobilis-ation and Demobilis-ation**	**Accomm-odation**	**Other**	**Profit**	**Total Monthly Rate (AUD)**	**Escalator for subsequent years**
Clause 2.3 of Part 4: (Draft Basis of Payment)	**(a)**	**(b) & (c)**	**(d)**	**(e) & (f)**	**(g)**	**(h)**	**(j) & (k)**	**(l)**		**(i)**
Team Leader (TL)										
Other Proposed Long Term Personnel										
Add rows as needed										

*Bidders must disclose to AusAID the "actual salary" paid by the Contractor to the personnel, and specify and list other included costs as applicable and as applied by the Contractor.

Note: AusAID reserves the right to include any actual cost items as reimbursables in the final contract.

ATTACHMENT 3

Table 2C: Long-term Personnel – Breakdown of Monthly Fee Rates for Year 1

Position	**Salary***	**Taxes**	**Super-annuation**	**Leave Allowance**	**Mobilis-ation and Demobilis-ation**	**Accomm-odation**	**Other**	**Profit**	**Total Monthly Rate (AUD)**	**Escalator for subsequent years**
Clause 2.3 of Part 4: (Draft Basis of Payment)	**(a)**	**(b) & (c)**	**(d)**	**(e) & (f)**	**(g)**	**(h)**	**(j) & (k)**	**(l)**		**(i)**
Team Leader (TL)										
Other Long Term Personnel										