



Date: 19 August 2009 Pages: 3
Subject: Addendum 2 to the Governance Support Services Period Offer of 18 July 2009

Tenderers are advised of the following:

Questions raised by interested tenderers

1. **Question:** Our organisation has a potential candidate that we believe is very well suited to the Governance Panel. However they are currently employed full-time by us on an AusAID program that is concluding mid-April 2010. Can you please tell me whether this commitment will prohibit the potential candidate from being selected on to the Governance Panel?

Answer: No. However, Section 1, Part 2, clause 2.1 provides that "AusAID may remove from the Period Offers personnel who are consistently unavailable when required and/or Contractors who are unable to provide the identified personnel when required". You will also need to consider Clause 3.3 of the Tenderer Declaration.

2. **Question:** On page 7, Section 1, Part 1, clause 5.3(a) reads as follows: "Responses to all general and category-specific selection criteria (including sub-criteria), CVs and all Annexes must be clearly labelled". When the RFT refers to "Annexes" above, does this mean the same as the "Attachments" listed on page 6, Section 1, Part 1, clause 4.12?

Answer: Yes.

3. **Question:** The RFT requires signature pages provides as follows: (i) signature for the Technical Proposal Cover Letter, (ii) Signature for the Tenderer's Declaration, (iii) Signature for the Financial Proposal Cover Letter, and (iv) Signature on the CV of our Organisation's nominee. Can we scan these 4 signature pages and collate them into one zipped file and submit with the Technical and Financial Proposals?

Answer: Section 1, Part 1, clause 4.6 sets out lodgement details and requires the Technical Proposal to be in one separate electronic file and the Financial Proposal to be in one electronic file.

4. **Question:** I presume that as there is no defined amount of work to come out of this tender that consultants are not expected to turn down other work that may come up over the next three years. I understand the question of availability relates more to the fact that a consultant is not working full time on another piece of work over the next three years. Is this correct? If not, would you be able to clarify what "availability" actually means.

Answer: Part 1, Clause 1.8 provides that, "No guarantee of work attends to the award of Period Offer Deeds". The RFT does not define "availability". However, we draw your attention to clauses 3.2 and 3.3 of the Tenderer Declaration and Clause 2 of Section 1, Part 2 (Scope of Services).

5. **Question:** If an individual Tenderer is already contracted through a Period Offer from another area of AusAID, is he or she still eligible to apply for this one?

Answer: Yes, but see Clause 3.3 of the Tenderer Declaration and Clause 2 of Section 1, Part 2 (Scope of Services).

6. **Question:** Is a "Covering Letter" mandatory?

Answer: No.

7. **Question:** Addendum 1 clarifies that up to one page is allowed for each of the category-specific sub criteria. If addressing a number of sub-criteria with each less than 1 page, is it mandatory to have a separate page for each?

Answer: No, this is not mandatory but would be preferred.

8. **Question:** Does the Tender Declaration have to be a Statutory Declaration as implied? If the answer is yes, then there is a complication. For a company bidder, the signature of the Director making the declaration has to be witnessed by the Company Secretary/Director. However, a Company Director/Company Secretary is not eligible to witness Statutory declarations (unless also holding certain other Offices or qualifications). Do I comply with the tender pro forma or do I substitute a Witness eligible to witness Statutory declarations?

Answer: You should comply with the Tender Declaration pro forma.

9. **Question:** The RFT, Tender Schedule B – Financial Proposal, Part 1, clause 6.3 (d)(ii) states “be a fully costed firm proposal for fee rates at current prices inclusive of necessary insurances required by the Contract Conditions and for the performance of the Services (excluding medical and medical evacuation insurance, which will be a reimbursable cost negotiated in individual Service Orders)”. However, in the Basis of Payment, medical and medical evacuation insurance does not appear to be listed as an item covered. Could you please confirm if this insurance will be covered as a reimbursable cost as indicated in the RFT?

Answer: No, this insurance is not a reimbursable cost. As indicated by clause 6.3(d), Part 1, your daily fee rate should include the cost of obtaining these necessary insurances.

10. **Question:** We would like to clarify the duration for the Governance Support Services Period Offer. The RFT notes a period of 3 years plus the option to extend for 1 year. However, the financial proposal includes 4 financial years plus a 1 year extension period to be costed. Could you please confirm if the financial proposal should be for 3 + 1 or is correct as 4 + 1 years to be costed?

Answer: In accordance with Section 1, Part 1, clause 1.7, the duration of this Panel is for three years. These three years are over four different financial years.

11. **Question:** One of the consultants our organisation is nominating is possibly going to be put forward in a bid by another organisation for a tender soon to be advertised by AusAID. This consultant is concerned that these two tenders may clash. Is this tender in any way related to other AusAID tenders and can the same consultant be put in for these two tenders by different firms?

Answer: This tender is not related to any other AusAID tenders. Theoretically, the same consultant can be put in for two tenders. However, see Clause 3.3 of the Tenderer Declaration and Clause 2 of Section 1, Part 2 (Scope of Services).

All other information as set out in Addendum 1 dated 7 August 2009 and the RFT dated 18 July 2009 remains unchanged.