



ADDENDUM 1

Date: 12 October 2010

Pages: 4

Subject: Addendum 1 to the **Kiribati Education Improvement Program (KEIP)**
Request For Tender of 25 September 2010

Reference: Request for Tender Number AusAID 10 – 11 - 6A

Tenderers are advised of the following:

AusAID would like to clarify the following:

1. Section 1 Part 1 Clause 1 Tender Particulars, Closing Time:

AusAID would like to confirm that the closing time for tenders is **2.00pm Canberra (daylight savings) Time**, Australia on Wednesday 10 November 2010.

2. Please find attached the independent review of the Kiribati Education Management Information System (KEMIS) project. This review has been provided for information purposes only.
3. Please note that the Language Education Pilot Project (LEPP) review will not be available until December 2010.
4. Leave for Long Term Personnel as defined under Section 1 Part 1 Clause 6.5(e) and Section 1 Part 4 Clause 3 includes four (4) weeks annual leave and up to 13 public holidays as designated by the Australian High Commission in Kiribati each year (ie. up to 33 days leave in total per year).
5. Financial Table 3b in Section 1 Part 1 Annex 1 requests rates for per diem and accommodation at Columns (i) and (j) respectively. These rates are advised and defined by AusAID in Section 1 Part 4 Table 5 and tenderers should therefore use these rates in their financial Table 3b.
6. Where possible it is desirable for administrative personnel to be named in tenderers' proposals. If this is not possible, please include a TBA under the 'name column'. AusAID reserves the right to approve appointments of administrative personnel not named. Information for all other columns relating to administrative personnel must be completed.

AusAID would like to make the following changes to the Request for Tender:

7. Section 1 Part 1 Clause 1 Suva Tender Box Address:

AusAID would like to replace the address for submission of hard copy submissions from the Suva Tender Box Address to the following:

Canberra Tender Box Address:

(Clause 1.15, Part 5)

Tender Box, Ground Floor, AusAID, 255
London Circuit, Canberra ACT 2601,
AUSTRALIA

8. Section 1 Part 1 Clause 1 For hard copy tender lodgement:

Tenderers wishing to lodge a hard copy of their tender must also provide a CD containing an electronic copy of the tender submission in addition to the hard copy documents required in the Request for Tender.

9. Delete the formula in Column (k) in Table 3b in Section 1 Part 1 Annex 1 of the RFT and replace with the following formula:

$$'[(c) \times ((i) + (j))]'$$

Please note that the same amendment applies to Column (k) in Table 4b in Section 1 Part 4 of the RFT as well.

10. Delete 'KEIP Team Leader' from Table 3a in Section 1 Part 1 Annex 1 of the Request for Tender.

Please note that this amendment also applies to Table 4a in Section 1 Part 4.

11. Delete Table 4: Procurement Costs in Section 1 Part 1 Annex 1 and replace with the following:

Table 4: Procurement Costs

Procurement Item	Costs (A\$)
KEIP Program Office	
Furniture	
Office Fit Out Costs, as required	
IT equipment – office hardware (e.g. computers, printers) & software	
Communications equipment (printers, scanners, fax, satellite, land, mobile phones, as required)	
Office consumables, such as paper	
Vehicles for work related purposes	
Work related flight costs within Kiribati for Long and Short Term Personnel	
<i>[other items as detailed in the Tenderer's Proposal]</i>	

Activity Costs	
Activity 1.2 - Sub contracted services for construction or the refurbishment of schools including, classrooms, library, ablution blocks, teacher accommodation etc, as necessary, and in accordance with the National Infrastructure Standards	2,400,000
Activity 3.4 - Language Education Pilot Program roll-out	1,600,000
<i>[other items as detailed in the Tenderer's Proposal]</i>	
Other items as agreed by AusAID.	5,000
TOTAL	

Questions raised by interested tenderers in writing:

1. Clause 5.1(c) of the Standard Contract Conditions requires the Contractor in providing the Services to 'use its best endeavours to ensure the spirit and intent of the Project are fully met by the Services, including acting within the spirit and intent of the Treaty, MOU or Subsidiary Arrangement'. Can you please provide a copy of the relevant Treaty, MOU or Subsidiary Arrangement?

Answer: AusAID's practice is not to release our MOUs with Partner Government, however the 'Australia-Kiribati Partnership for Development' is available on AusAID's website (<http://www.ausaid.gov.au/country/partnership/kiribati.cfm>).

2. Is there currently in place, or is there proposed to be in place, a Treaty, Subsidiary Arrangement, MOU or similar arrangement, between Australia and Kiribati that addresses the tax position in Kiribati of the Managing Contractor and the personnel of the Managing Contractor?

Answer: We can not provide you with a copy of the Memorandum of Understanding however the clauses relating to tax are below:

Excerpt from Clause 10 - Australian Project Personnel

In order to facilitate the engagement of Australian Project personnel required to implement the Australian contribution, the Republic of Kiribati will, in respect of such personnel:

- a) grant exemption from income taxes on salaries and allowances;
- b) grant exemption upon import or export from customs duties, other duties, taxes, levies and other charges of similar nature on personal and household effects of themselves and their dependents declared at their first entry into Kiribati;

Excerpt from Clause 11 – Motor Vehicles for Personal Use

1. Australian personnel assigned to work in Kiribati for more than twelve months on an activity under this Agreement may import within the six months of arrival in Kiribati, free from customs duties, taxes, levies and other charges of a

similar nature, a vehicle that conforms to Kiribati motor vehicle regulations for personal use and use by dependants and may re-export that vehicle free from the above charges at the conclusion of the assignment.

2. If the vehicle is sold or otherwise disposed of to non-exempt entities or personnel, it shall be subject to the normal duties and other charges at the rate in force on the day that the exemption was given and on its entered value at the time of disposal.

Excerpt from Clause 12 – Australian Project Supplies

1. In respect of Australian Project Supplies the Government of Kiribati will:
 - a. be responsible for all formalities of clearance including payment of import duties and other taxes;
 - b. facilitate movement of such supplies by providing appropriate customs and wharfage facilities including any necessary storage costs at the first port of discharge of the Australian Project supplies in Kiribati; and
 - c. provide expeditious transport of such supplies from the first port of call of the particular aircraft or vessel in Kiribati to the project site.
2. Australian project supplies will be available only for the purposes of the project and will not be withdrawn from that use without the consent of the Australian Co-ordinating Authority.

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3. KEIP – RFT – Part 4: Basis of Payment – Table 6: Procurement Costs – Activity Costs – Activity 1.2: Could AusAID please confirm that the AUD2.4million allocated for construction and refurbishment of schools is: -
 - a) for expenditure in 2011; and
 - b) for the six primary schools (or equivalent) shown in the indicative list of schools under Contractor Deliverables?

Answer: Yes, the AUD2.4 million allocated against Activity 1.2 is for Phase I which will run until December 2011 and is intended to be used for the rehabilitation of six primary schools as indicated in the list of schools.

All other information as set out in the RFT dated 25 September 2010 remains unchanged.