



ADDENDUM 2

Date: 15 May 2009

Pages: 7 plus attachments

Subject: Addenda Number 2 to the LOGICA2 Request for Tender dated 25 April 2009 as amended on 06 May 2009 (Addenda 1)

All Tenderers are advised of the following clarifications and changes to the issued Request for Tender as follows:

Amendments to LOGICA2 Request for Tender

1. Delete Part 2 Clause 12.9 and replace with the following:

- “12.9 The funds held in the Imprest Account shall be used solely for the purpose of funding:
- (a) the Community Infrastructure and Innovations Grant Scheme (CIIGS) detailed in **Schedule 1 Clause 16.6(c)**;
 - (b) the Local Government Grants Scheme (LOGGS) as detailed in **Schedule 1 Clause 16.12(e)**;
 - (c) Project activities that will be implemented via a sub-contracting arrangement, that have been approved in the six (6) monthly work plan and/or by the PCC, including:
 - (i) **technical assistance** to support local and village governments and communities, including village facilitators and district coordinators. The engagement of technical assistance is subject to approval from the PCC through the 6-monthly workplan process. Payment for advisers, such as a gender adviser, engaged to assist in the development of a strategy specifically for the Project and/or assist in the development of deliverables by the Contractor (such as the Gender and Socialisation Strategy defined in Schedule 1 Clause 19.1(b)(vi)) will be accommodated through the Profit and Management Fee if these positions are not already included in Schedule 2, Table 2 and 3;
 - (ii) support required at the government, civil society and gampong community levels to actively participate in monitoring and evaluation of the Project;

- (d) Project supplies, such as vehicles, to support the operations of technical assistance in the field (i.e. working with local and village governments or communities);
- (e) Project related travel costs for Contractor nominated personnel (defined in **Schedule 2 – Table 2**) travelling in the field (i.e. outside Banda Aceh);
- (f) all associated costs in the establishment and operation of District and Sub-district offices such as personnel, leases, office equipment and supplies as required (excluding the Project office in Banda Aceh); and
- (g) the recruitment, mobilisation and management of short term technical assistance as directed by AusAID.”

2. Delete Part 3 Clause 12.2 and replace with the following:

“12.2 Funds in the Imprest Account may only be used for the implementation of activities approved in the relevant 6-monthly workplan and/or by the Project Coordination Committee (PCC). Activities to be funded through the Imprest Account, in general terms, are outlined in Part A Clause 12.9.”

3. Delete Part 3 Clause 6.2(d) & (e) and replace with the following:

- “(d) engaging local personnel to undertake identified activities;
- (e) establishing appropriate payroll and management systems; and
- (f) Establishing a system for supporting reimbursable procurement and other expenditure including copies of all receipts, tender documents and quotations (where appropriate), approval from the PCC (where appropriate), and other documentation demonstrating adherence to the Commonwealth Procurement Guidelines and relevant requirements under the Contract.”

4. Delete Part 4 Clause 6.2(o) and replace with the following:

“(o) any Australian Goods and Services Tax.”

5. Delete Part 4 Clause 5.1 and replace with the following:

“5.1 The Contractor is entitled to claim, in arrears, all reasonable costs actually incurred for Project Administration and Office Equipment and operating costs for the Main Office in Banda Aceh as defined in **Table 4**, up to a maximum amount of **AUD960,500 plus GST, if any to a maximum of AUD96,050 – if required.**”

6. Delete Part 4 Clause 7.2 and replace with the following:

“7.2 If AusAID exercises the option to extend the Term of the Contract under **Clause 5 of Schedule 1**, then a once-off escalation rate of **[X% to be inserted by AusAID]** will be applied based on the following formula

$$\frac{[\text{PMF value (A\$)}]}{[36 \text{ (months)}]} \times [\text{duration of extension period (months)}] \times [X\%] = \text{PMF value for extension period.}”$$

7. Delete Part 4 Table 4: Reimbursable Costs and replace with the following:

Table 4: REIMBURSABLE COSTS

Description	Total Cost (AUD) Maximum up to
Costs associated with the Main Office – Banda Aceh	
Office Rental (including renovations/refit, maintenance)	168,280
Office furniture	13,000
Computers and office equipment	75,240
Gensets for main and regional office	29,840
Utilities	52,150
Communications including telephone and internet	201,900
Consumables	26,280
Vehicle Costs	393,810
TOTAL COST	960,500

AusAID response to questions

8. *Does the page limits for Tender Schedule A and B apply to the Indonesian translation?*

No. The page limit does not apply to the translation. However, tenderers are reminded that the translation has to be certified as a true and accurate version as described in Addenda 1.

9. *Are Short Term Personnel travel costs to be included under the Imprest Account?*

No. Short Term Personnel travel costs should be accommodated under Part 1 Table 2 column titled 'cost per trip'. Travel and associated costs refers to such things as, including but not limited to, flights, visa, entry and exit taxes, insurances, and inoculations as required.

10. *Are the following Personnel to be costed within the Management Fee or under the Imprest Account?:*

- (a) *Local Personnel (as defined under Part 3 Clause 6.2(d))*
- (b) *Facilitators (Part 3 Clause 7.4(a) and 7.5(a)(i))*
- (c) *District Coordinators (Part 3 Clause 12.2)*
- (d) *Other local staff to support the program such as drivers.*

The treatment of costs for these personnel will be:

- (a) Local Personnel (as defined under Part 3 Clause 6.2(d)) – through the Imprest Account in accordance with Part 2 Clause 12.9(c)
- (b) Facilitators (Part 3 Clause 7.4(a) and 7.5(a)(i)) – Imprest Account as defined under Part 2 Clause 12.9(c)
- (c) District Coordinators (Part 3 Clause 12.2) – Imprest Account as defined under Part 2 Clause 12.9(c)
- (d) Other local staff to support the program such as drivers – fees associated with staff in the districts will be paid out of the Imprest Account as defined under Part 2 Clause 12.9(i). Fees associated with staff working at the Main Office in Banda Aceh will be considered as a reimbursable – Long or Short Term Personnel.

11. *Can bonuses and professional development for listed personnel be included as allowances or can this be included in the Profit and Management Fee?*

Monthly Personnel Costs should equate to what is actually being paid to personnel. If allowances for professional development are paid under Personnel Costs then this means that it has been prorated across the term of their engagement. If it is allocated

under Profit and Management Fee then the amount may be paid at the time of undertaking a course.

Bonuses may not be paid depending on performance and they should therefore be accommodated under Profit and Management Fee.

Please note that the rates actually paid by the Contractor to Long and Short Term Personnel will be the amounts reimbursed by AusAID up to the amount stated in the contract. If the rates paid to personnel are lower than the rates stated in the contract then the Contractor will not be entitled to the difference.

12. Can Personnel be listed on different tenders or are they exclusive to one contractor?

It is up to the individual as to who they wish to bid with, AusAID does not place any restrictions on the number of tenderers an individual may wish to associate with.

13. In Part 3 Scope of Services, Annex 1, can the contractor change to whom each position reports to?

Yes.

14. Can AusAID provide information on what type of data would require reinstatement as required under Part 6 clause 34.1 (d) and Part 1 Clause 7.14?

No. As described in Part 1 Clause 7.14 AusAID expects tenderers to use their best endeavours to obtain appropriate cover.

15. Currently the RFT requires the Specified Personnel be available for the full duration of the Program. Can tenderers propose alternative staffing inputs, for example reducing a three year input to a two year full time input?

Yes. This should be detailed in Tender Schedule A under your response to approach and also under Tender Schedule B (inputs) and Tender Schedule C (costs)

Information and questions from Pre-tender Briefing

16. Contact details for LOGICA2 Probity Adviser:

Keith Lingard
Stanton's International
Email: klingard@stanton.com.au

17. *Will the Contractor be given sufficient notification that AusAID will exercise the option to extend early enough to ensure full coverage of the nominated districts?*

Yes.

18. *Does AusAID want lessons learned from other programs (such as ACCESSII) in tenderer's response to the RFT?*

Tenderers must decide what their response to the RFT will be..

19. *Are police clearance certificates required for all personnel?*

No. None of the positions nominated have been identified as working directly with children and therefore no police clearance is required.

20. *Is there an upper price limit for the Tenderer's overall bid price?*

No.

21. *Is an internationally certified translator required to translate the tender proposals into Indonesian?*

The selection of a translator is a decision for the tenderer, however, the Senior Representative of the Tenderer must certify that the translation is true and accurate.

22. *Is the AusAID Aceh Framework document the same as the Australia Indonesia Country Strategy?*

No. These documents are available at www.indo.ausaid.gov.au

23. *Are international consultants subject to Indonesian income tax?*

LOGICA2 is an AusAID activity under the General Agreement on Development Cooperation (GADC) which provides exemptions for Australian nationals or other persons who are not nationals or permanent residents of Indonesia from Indonesian income tax liability. The GADC is available on the internet at <http://www.austlii.edu.au/au/other/dfat/treaties/1999/13.html>

24. *Is a breakdown of the Profit and Management Fee and overheads required?*

Not required. Tenderer's should however note the inclusive definitions of those items set out at Part 1 Clause 7.8.

25. *Can tenderer's nominate more than one facilitator per five (5) villages as set out in Part 3 Clause 7.5(a)(i)?*

Yes.

26. *Are facilitator fees to be paid out of the Imprest Account?*

Yes.

27. In Attachment 1 are the four (4) presentations presented at the Pre-tender briefing held on Friday 15 May 2009.

- (a) Australia Indonesia Partnership – an overview;
- (b) LOGICA2 overview;
- (c) LOGICA2 – industry briefing and overview of the tender process; and
- (d) LOGICA2 – probity principles.

All other information as set out in the RFT dated 25 April 2009 and amended on 06 May 2009 (Addenda 1) remains unchanged.