Australian Government
AusAID

ADDENDUM 2

Date: 01 April 2010 Pages: 7
Subject: Addendum 2 to the Mama Graon – Vanuatu Land Program Request for Tender of 20 February 2010

Tenderers are advised of the following:

Questions raised by interested tenderers between Tuesday 16 March and Thursday 25 March 2010.

Amendments to the RFT

1) **Question**: Page 25 – Clause 8.1 states that the Contractor must provide AusAID with an Annual Plan in the first 3 months of the project, however page 50 (Clause 7.1) and page 63 and 94 (Milestone 6) all seem to indicate that the first Annual Plan is not to be prepared till March 2011. Can you please clarify whether an Annual Plan is due in the first 3 months of the project or whether the Inception Plan will be used till March 2011?

   Answer: It has been decided to align the Inception Plan and Annual Plans around the Government of Vanuatu's Financial Year being 1 January to 31 December. The Inception Plan will be used from Contract Start until 31 March 2011, after which the first Annual Plan (Year 1, 1 April 2011 to 31 December 2011) will be used, then subsequent Annual Plans will be from 1 January to 31 December each year.

   Clause 8.1 (Part 2, page 25) has been amended to: The Contractor must provide to AusAID, by 30 January 2011 Year 1 Annual Plan for each following year of the Project, Annual Plans will be submitted by 31 October which, before it is implemented, must be approved by AusAID.

   Clause 8.2 (Part 4, page 89) has been amended to: After the Inception Period (ending **31 March 2011**), Milestones for the next and subsequent 12 months (or period) shall be specified in a Contract Amendment based on an approved Rolling Annual Plan.

   Table 1 (Clause 6.3 Part 4, page 87) has also been amended so that management costs reflect new annual plan periods.

Table 1: Management Costs

Period	Amount - AUD	Comment
Contract Start to 31 March 2011	Amount	Also called the "Inception Period"
1 April 2011 to 31 December 2011	Amount	Year 1

Period	Amount - AUD	Comment
1 January 2012 to 31 December 2012	Amount	Year 2
1 January 2013 to 31 December 2013	Amount	Year 3
1 January 2014 to 31 December 2014	Amount	Year 4
1 January 2015 to Contract End	Amount	Year 5
Total	**Amount**	

2) **Question**: Page 50 and 87 indicate that the Annual Plans will cover the period from April to March each year. This is not in sync with either the AusAID financial year (July to June) or the Vanuatu financial year (January to December). Can you please confirm that the Annual Plans should be for the period April to March and not July to June as is usually the case?

   Answer: The period for Annual Plans has been aligned with the Government of Vanuatu's financial year (January to December), as set out in the revised Table 1 above. (Clause 6.3, Part 4, page 87).

   The wording for Clause 9.2 (a) (v) a. in relation to requirements for annual plans has been amended to: "Five (5) signed hardcopies and an electronic copy compatible with Microsoft Office 2003 due on 31 October each year."

3) **Question**: The RFT states that AusAID will have 30 days to approve or reject the Annual Plan (p25). If the first Annual Plan is submitted on 31 March and the first Inception Plan finishes on 31 March what plan is to govern the project for the month of April whilst we await approval of the Annual Plan? Similarly what will happen in April in subsequent years whilst we await approval of the Annual Plan?

   Answer: The first Annual Plan (Year 1) should be submitted 3 months prior to its start date (i.e. now to be submitted by end January 2011 for the period 1 April 2011 to 31 December 2011).

4) **Question**: Page 109 – Project Vehicles – Clause 7.13 – If the contractor limits the use of project vehicles for non-project use so that only 1 of the 9 project vehicles is used for non-project use will the $250 contribution apply only to that vehicle or must the contractor pay $250/month for all 9 Project Vehicles?

   Answer: The $250 Vehicle contribution is only paid on vehicles being used by the Contractor for non-project use.

5) **Question**: Will all LTTA (International & National) personnel be entitled to 10 days paid sick leave per year and/or 20 days paid annual leave per year (or pro-rata for part time)? - ie. can the Contractor bill AusAID the set monthly fee rate for LTTA staff if they are on paid leave or will this be considered a 'part month'?

Answer: Clause 8.13 of Part 1 of the RFT requires Tenderers to detail leave entitlements for nominated personnel. Tenderers should also read Clause 8 of Part 6 of the RFT.

6) **Question**: With reference to Addendum 1, Questions 9 & 14

   a) Please confirm that the remaining specialist/advisor position (ie. International Indigenous Land Specialist or the Participatory Land Governance Advisor) will be recruited once the Contractor has been appointed and the contract will be amended with details and costs for this position once the recruitment process is finalised (as per RFT Part 1, cl. 7.10). Please confirm that tenderer's do not need to cost this remaining position in their financial proposal.

   b) Please confirm that tenderers are only required to nominate and cost Specified Personnel as listed in RFT Part 1, cl. 7.11, (i.e. Program Director, plus Land Registry Advisor, Lease Processing Adviser, Land Services Adviser and GIS Specialist)

   Answer: a) and b) All costs for positions are to be included in the financial bid – to ensure a like-for-like assessment. Costs provided should be carefully considered. AusAID will not consider any revised costs submitted by tenderers.

7) **Question**: With reference to Addendum 1, Question 15 - The AusAID Annual Procurement Plan only refers to the AusAID program. What is the total budget for the program including the NZAID activity components?

   Answer: NZAID have identified that this information is commercial-in-confidence and will not be released.

8) **Question**: With reference to Addendum 1, Questions 17 and 22 - RFT Part 3, cl. 6 implies that the contract will be amended as needed to cover costs of additional office space, refurbishment, etc.

   a) Please advise whether tenderers are required to include costs for office space, utilities, telephone/IT services etc. in the financial proposal, or whether these costs can be added as needed during contract negotiations or via a contract amendment.

   b) Please also advise whether the Government of Vanuatu will provide office space and utilities for the Local Kastom Land Officers in each of the 6 provinces.

   Answer: a) Costs relating to additional office space (i.e. other than the Program Head Office and the National Kastom Land Office) may be considered and included via a contract amendment. It is anticipated that negotiations for these costs will be based on a scoping mission during the inception period to confirm additional requirements for office space etc.

   b) Following a scoping mission during the inception period, the Contractor will confirm the office requirements for provincial Kastom Land Officers. The Vanuatu Government has committed to arranging additional provincial office space in collaboration with Provincial Governments.

9) **Question**: With reference to Addendum 1, Question 18 –

   a) Please confirm that all vehicle costs (including purchase price, insurance, registration, maintenance and any necessary cartage fees for transport of vehicles to islands as required) will be reimbursable in accordance with RFT Part 4, clause 5.6.

   b) Please advise whether tenderers should also cost vehicle running costs (i.e. fuel) in Table 3 (RFT Part 1)?

   Answer: a) Yes b) Yes

10) **Question**: With reference to Addendum 1 Question 6 do we still need to do a work plan for 6 months in Annex 2 when in Annex 3 we are doing an inception plan for 9 months including a 10 page doc plus a A3 workplan? This appears to be duplication?

    Answer: Tenderers must complete both Annex 2 and Annex 3. Annex 2 requires a 1 page A3 Gantt Chart or Critical Path Method and Annex 3 requires a 10 page Inception Plan only.

11) **Question**: With reference to Addendum 1, Question 24. Please advise whether tenderers are required to list referees on both the CV and the Specified Personnel table.

    Answer: Yes, the referees should be included in each CV and in the Specified Personnel table.

12) **Question**: Can you please confirm that we are expected to submit the CVs of all the specified personnel as shown below, and as shown in the specified personnel table on page 11 of Part 1 of the RFT. In addition we are to provide CVs for our senior management person and personnel responsible for recruitment of project staff.

    - Program Director - Either the International Land Specialist or the Participatory Land Governance Adviser
    - GIS Specialist
    - Land Registry Adviser
    - Lease Processing Adviser
    - Land Services Adviser

    Answer: If you are putting forward a team member in your tender it should be accompanied by a CV as set in Clause 7.1 (b). Not all personnel will be indentified for roles at present in line with Clauses 7.7 to 7.11 (Part 1, pages 10 – 11).

13) **Question**: RFT Part 1, Clause 7.2 Part 5, Clause 7.16-7.17 Part 5, Annex C and Addendum 1, Question/Answer 24 Part 1, Clause 7.2 of the RFT requires referees for Specified Personnel to be listed in the Specified Personnel Table. However, the Tenderer’s checklist (ref Part 5, Annex C pp126) asks tenderer’s to check that referees have been listed in the CVs (note that the CV specifications in Part 5, Clause 7.16-7.17 does not refer to referees being included in CVs). Can AusAID please clarify if they would like Specified Personnel referees to be listed in the Specified Personnel Table or in the Specified Personnel’s CVs?

Answer: See answer to Question 11 above.

14) **Question**: RFT Part 3, Clause 6.2 & 6.3 Are the costs of items listed in these clauses to be funded out of the imprest account or the procurement funds?

Answer: The costs of these items should be funded out of the procurement funds (please see updated Table C-1, Part 4, in relation to Part A procurements, highlighted rows are the new additions).

Table C-1: Indicative Cost of Program Procurements

Item	Number of units	Indicative Cost AUD	Comments
Office refurbishment, capital, operating costs		Amount	*Tenderer to specify cost for this item (refer Cl. 6.2: Part 3 of the RFT)*
Laptop/ Computer Suite	29 See Note 1	Amount	*Tenderer to specify cost for this item (refer Table 3: Procurement A: Part A of the RFT)*
Vehicle	9 See Note 2	Amount	*Tenderer to specify cost for this item (refer Table 3: Procurement A: Part A of the RFT)*
Land Registry Information System	1	170,000	
Land Lease Information System	1	200,000	
Luganville Nodal System	1	70,000	
Customary Land and Training Workshops		75,000	Component 1 (Comp 1)
Specialist Training Workshops		360,000	187,500 Comp 1 172,500 Comp 2
Meetings Venue Hire and Food etc		44,800	15,000 Comp 1 15,000 Comp 2 14,800 Comp 3
Workshop and Training Materials		352,000	180,000 Comp 1 114,000 Comp 2 58,000 Comp 3
Provincial Governance Workshops		135,000	Comp 2
Awareness Workshops (area/ island councils)		90,000	Comp 2

Item	Number of units	Indicative Cost AUD	Comments
Multi-Stakeholder Participatory Workshops		175,000	Comp 2
International Study Tours (Australia)	4	210,000	105,000 Comp 2 105,000 Comp 3
Regional Study Tours (Pacific Land Program)	2	105,000	Comp 2
Land Registry Training Package		150,000	Comp 3
Zoning and Development Training Package		100,000	Comp 3
Organisational Training Package		35,000	Comp 3
Publications		Amount	*Tenderer to specify cost (Cl. 6.3 f: Part 3 of RFT)*
	Total	**Amount**	*Note: The total amount will be the specified AusAID amount of AUD2,271,800 plus the amount as costed by the Tenderer for the items indicated.*

15) **Question**: RFT Part 1, Clause 8.7 and also refer Addendum 1, Question/Answer 4 The RFT requires monthly rates for LTTA – National Staff to be included and this will apparently form part of the Like-for-like assessment. However, the staff are to be selected and the monthly rates agreed jointly at a later date after the contract is in place, irrespective of the figure included in this table. The RFT states that the contract will then be altered accordingly. In such a circumstance, there seems nothing to stop tenderers from under-pricing these positions to gain a competitive advantage in the like-for-like assessment. This is not in AusAID's or the Program's best interest. Could the handling of this table be reviewed, for example, reasonable rates be set for all tenderers to use?

Answer: Costs should be associated with the position and not personnel and included to ensure conformity and information is available for a like-for like assessment. Costs provided should be carefully considered. AusAID will not consider any revised costs submitted by tenderers.

16) **Question**: RFT Part 1, Clause 5.3 What is included in the like-for-like assessment? Is it table 6 that is used for like-for-like assessment?

Answer: Table 6 Part 1, page 16 will be used for the like-for-like assessment. All tables in which tenderers are required to specify amounts are utilised to gain like-for-like assessments.

17) **Question**: RFT Part 1, Clause 6.4 Annex 3; Part 3, Clause 9.2 (ii); and Addendum 1, Question/Answer 1 There seems to be some confusion between the Inception Plan required in the tender submission (ref Part 1, Clause 6.4, Annex 3) and the Inception Plan referred to in the reporting requirements listed for the program (ref. Part 3, Clause 9.2 (ii)). Can AusAID clarify if the wording for RFT Part 1 Clause 6.4 Annex 3 should now read "An outline Inception Plan for the first nine (9) months of the Project. The Plan should outline…" or does the original wording remain?

    Answer: The wording for RFT Part 1 Clause 6.4 Annex 3 has now been amended to: "An outline Inception Plan for the period Contract Start to 31 March 2011 of the Project. The Plan should outline…"

18) **Question**: Addendum 1, Question/Answer 9 and RFT Part 1, Clause 7.11 The question is not clear as to what table to which it refers. Could AusAID please clarify the answer "Only the Program Director needs to be nominated'. This is in contradiction to Part 1, Clause 7.11 where we are required to nominate the Program Director plus four (4) other 'specified personnel'.

    Answer: All specified personnel should be nominated as per RFT Part 1, clause 7.11, including nominated referees, however, it should be noted that the Program Director is also either (a) the International Indigenous Land Specialist OR (b) the Participatory Land Governance Adviser position.

19) **Question**: Addendum 1, Question/Answer 14 and RFT Part 1, Clause 7.11 The answer to this question states 'tenderers are only expected to nominate the specified personnel (i.e. Program Director and GIS Specialist)…'This appears to contradict Part 1 Clause 7.11. Can AusAID please clarify?

    Answer: Tenderers are expected to nominate people to fill each of the positions referred to in the "Specified Personnel" table below Clause 7.11) Part 1, page 11) noting the "note" below the table. Nominations of personnel for long term positions are not required at this point, unless specified in the 'Specified Personnel' table, however cost estimates are still required against identified positions.

Clarification:

Any dates relating to milestones, due dates of reports or any other information in relation to timing contained within either Part 3, Scope of Services or Part 4, Basis of Payment will be negotiated with the winning tenderer.

All other information as set out in the RFT dated 20 February 2010 remains unchanged.