Australian Government
AusAID

ADDENDUM 1

Date: 4 November 2010 Pages: 7
Subject: Addendum 1 to the Papua New Guinea Electoral Support Program (Phase 3) Request For Tender of 30 September 2010

Tenderers are advised of the following:

Clarifications to the RFT

1. **Part 1, Table 1 (p 9): Specified Personnel**

Delete Table 1: Specified Personnel and replace with a new Table 1. (Tenderers are to note this is to remove "Program Officer" as a Specified Personnel).

Position	Working with Children	Name	Total Inputs in person months		Option to extend – Total Inputs in Person Months		Leave Entitlements (specify)	Referees		Commitments
			In-country	O/s	In-Country	O/s		#1	#2	
Program Manager	No									
Elections Operations Adviser	No									
Planning and Coordination Adviser	No									
Awareness Adviser	No									
Tenderer to specify other positions as required										

2. **Part 1, Table 2C (p 12): Fixed Management Fee Breakdown – Year 1**

Delete Row 18 of Table 2C: Fixed Management Fee Breakdown – Year 1 and replace with the following row:

"Costs associated with the Performance Guarantee (**Clause 15** of **Part 3**)

3. **Part 1, Table 2C (p 12): Fixed Management Fee Breakdown – Year 1**

Delete entire Row 19 of Table 2C: Fixed Management Fee Breakdown – Year 1:

Costs associated with the Unconditional Financial Undertaking (UFU) (**Clause 14** of **Part 3**)".

4. **Part 1, Table 3A (p 12): Reimbursable Long-Term Personnel Costs**

Insert a new "Total" row at the bottom of Table 3A to create a bottom right-hand cell for the total of the right-hand column amounts as follows:

Position	Name	Year 1		Year 2		Mobilis. and Demobili. (AUD)	Maximum Amount Payable (AUD)
		Inputs (Months)	Monthly Rate (AUD)	Input (Months)	Monthly Rate (AUD)		
						TOTAL	

5. **Part 1, Table 3B (p 13): Reimbursable Long-Term Personnel Costs - Option Period***

Insert a new "Total" row at the bottom of Table 3B to create a bottom right-hand cell for the total of the right-hand column amounts as follows:

Position	Name	Year 3		Year 4		Mobilis. and Demobili. (AUD)	Maximum Amount Payable (AUD)
		Inputs (Months)	Monthly Rate (AUD)	Input (Months)	Monthly Rate (AUD)		
						TOTAL	

6. **Part 2, Clause 2.2 (p 19)**

In Clause 2.2 of Part 2, delete "fourteen (14) days" and replace with "ten (10) days".

7. **Part 3, Clause 14 (p 60)**

Delete Clause 14 (Unconditional Financial Undertaking), Part 3 from the Contract.

8. **Part 5, Schedule 1, Annex 1, Terms of Reference for the Elections Operations Adviser – subclause e (p 124)**

Delete sub-clause e) Terms of Reference for the Elections Operations Adviser and replace with the following:

> e) Support any future collaboration between the Australian Electoral Commission and PNGEC to help maximise the potential of any Twinning arrangements, funded separately from the program."

9. **Part 5, Schedule 1, Annex 1, Terms of Reference for the Contractor Representative – final sentence of Paragraph 2 (p 131)**

Delete the final sentence of Paragraph 2 Terms of Reference for the Contractor Representative and replace with the following:

> "The CR will be an employee of the Contractor (with Part-time program inputs) and may be based at either the Contractor's Head Office or in PNG."

10. **Part 6, Table 3C (p 152): Fixed Management Fee Breakdown – Year 1**

Delete Row 18 of Table 3C: Fixed Management Fee Breakdown – Year 1 and replace with the following row:

"Costs associated with the Performance Guarantee (**Clause 15** of **Part A**)

11. **Part 6, Table 3C (p 152): Fixed Management Fee Breakdown – Year 1**

Delete entire Row 19 of Table 3C: Fixed Management Fee Breakdown – Year 1:

Costs associated with the Unconditional Financial Undertaking (UFU) (**Clause 14** of **Part A**)".

12. **Part 6, Table 5A (p 154): Reimbursable Long-term Personnel Costs of Schedule 2**

Insert a new "Total" row at the bottom of Table 5A to create a bottom right-hand cell for the total of the right-hand column amounts as follows:

Position	Name	Year 1		Year 2		Mobilis. and Demobili. (AUD)	Maximum Amount Payable (AUD)
		Inputs (Months)	Monthly Rate (AUD)	Input (Months)	Monthly Rate (AUD)		
						TOTAL	

13. **Part 6, Table 5B (p 154): Reimbursable Long-term Personnel Costs - Option Period* of Schedule 2**

Insert a new "Total" row at the bottom of Table 5B to create a bottom right-hand cell for the total of the right-hand column amounts as follows:

Position	Name	Year 3		Year 4		Mobilis. and Demobili. (AUD)	Maximum Amount Payable (AUD)
		Inputs (Months)	Monthly Rate (AUD)	Input (Months)	Monthly Rate (AUD)		
						TOTAL	

14. **Part 6, Table 7 (p 156): Reimbursable Operational, Travel and Activity Costs, Schedule 2**

Rename "Table 7: Reimbursable Operational, Travel and Activity Costs" as "Table 7A: Reimbursable Operational, Travel and Activity Costs".

15. **Part 6, Table 7B (p 156): Reimbursable Operational, Travel and Activity Costs – Option Period, Schedule 2**

Below Table 7A: Reimbursable Operational, Travel and Activity Costs, insert a new Table 7B: Reimbursable Operational, Travel and Activity Costs – Option Period as follows:

"Table 7B: Reimbursable Operational, Travel and Activity Costs – Option Period*

Item	Maximum Amount Payable (AUD)
Operational and Travel Costs	
Activity Costs	
TOTAL	

** These fees shall apply only in the event that AusAID exercises its option to extend under Clause 2 of Part A (Program Specific Contract Conditions shown as Part 3 of this RFT)."*

Questions raised by interested Tenderers and those at the Industry briefing held on 12 October 2010 in Port Moresby.

<u>Personnel</u>

16. **Question:** Could AusAID specify the Part 6 Clause 5.3 (g) “housing accommodation and utilities” allowance sub-component for Port Moresby for Long-Term Personnel currently residing outside of Port Moresby – for (a) single unaccompanied Long-Term Foreign Personnel and (b) Long-Term Foreign Personnel accompanied by a dependent or dependents?

    Answer: At this stage, AusAID has not standardised living allowances across all PNG programs. Accordingly, as per Table 3A of Part 1 Tenderers are required to determine and list the Monthly Professional Fee Rate, inclusive of all costs as per Clause 5.3, Schedule 2 of Part 6.

17. **Question:** Is the Program Officer in Table 1, Part 1 specified personnel or a specified position?

    Answer: Please refer to Clarification 1 above.

18. **Question:** Row 7 “Other short-term Advisers” of Table 4A/B in Part 1 refers to other short-term advisers to be specified where their need is identified after the Contract has started, can you please clarify?

    Answer: As per Clause 6.3 of Schedule 2, Part 6 of the RFT, and as per Table 4A/B of Part 1, Tenderers are not required to specify names against the Other Short-Term Advisers line item as costs for these personnel inputs are drawn down from the Reimbursable Other Short-term Personnel category.

19. **Question:** Can you please clarify the reference to Specified Personnel?

    Answer: As per Clause 6.1 of Schedule 1, Part 5 of the RFT, Specified Personnel refers only to the four Specified Long-term Personnel listed.

20. **Question**: What is AusAID’s expectation of local content in Long-Term Advisers and Short-Term Advisers?

    Answer: Please refer to Clause 6.8 of Schedule 1 and Annex 1: Terms of Reference of Schedule 1, Part 5 of the RFT.

21. **Question**: Regarding like-for-like pricing, will there be any guidance from AusAID on allowance costs? Can Tenderers provide costings for the first twelve (12) months subject to AusAID guidance in future years? Would it be possible to say “subject to future reviews”?

    Answer: Please refer to Clause 4.2 and 4.3 of Part 1, for a description of like-for-like pricing. AusAID has not formalised allowance rates at this point in time. Tenderers are to determine personnel costs and in the event that there is a policy change in this direction of personnel fees or allowances, an amendment may be made to the Contract, with the successful Contractor.

22. **Question:** Will AusAID agree to up to six (6) weeks per annum paid annual leave for International Long-Term Personnel for Part 6 Clause 5.3 (e) with National Long-Term Personnel entitled to four (4) weeks per annum paid annual leave?

    Answer: As per Table 1 of Part 1 of this RFT, Tenderers are required to specify their leave allowances in their bid, (noting the principle of equity). Tenderer’s should also refer to Clause 5.6, Schedule 2 of Part 6, whereby AusAID will not reimburse leave costs in excess of those specified at Clauses 5.3 and 5.4

above, i.e. Tenderers can propose longer than 4 weeks but any leave over four weeks will be unpaid leave.

23. **Question:** Do associated leave costs, and mobilisation and demobilisation costs at Part 6 Clause 5.3(e) and 5.4 of Schedule 2 include accompanying dependants of Long-Term Personnel"?

    Answer: Any costs associated with dependents of Long-Term Personnel should be incorporated in the Monthly Professional Fee. AusAID will not separately provide for the costs of leave and mobilisation and demobilisation costs for dependents of Long Term Personnel.

24. **Question:** Are the salaries of locally engaged staff (i.e. ESP3 Nationals/ locally-engaged administrative support staff, employed in the Contractor's office in Port Moresby) classified as a "recurrent office cost" under Part 6 Clause 7.2 (c)? If not, where are these Locally Engaged Staff recurrent costs provided for in the Basis of Payment?

    Answer: No, as per Table 3A/B and Tables 4A/B, Tenderers are to specify and cost other positions as required. The recurrent office costs (as listed in Clause 7.2 (c) of Schedule 2 Part 6) do not allow for reimbursement of personnel.

25. **Question:** Are the "mobilisation and demobilisation airfares" at Part 6, Clause 5.4 reimbursed according to Part 6, Clause 7.3 (a), i.e. are mobilisation and demobilisation "airfares reimbursed at economy class for flight legs under four (4) hours and business class for flight legs over four (4) hours"?

    Answer: No. As per Table 3A, Tenderer's are to specify mobilisation and demobilisation costs which, as per Clause 5.4 Schedule 2, Part 6 are to be reimbursed at cost, subject to reasonableness. The flight class principles outlined in Clause 7.3, Schedule 2, Part 6 of the RFT refers to reimbursable travel costs for personnel but could be considered by Tenderers' in costing Table 3A.

<u>Financials</u>

26. **Question**: Is the AUD7,420,000 for Reimbursable Operation, Travel and Activity Costs for the initial 2 years?

    Answer: Yes. Please refer to Clarifications 14 and 15 above, noting that as per Clause 2.2 of Part A, Part 3 of the RFT, the term of the Contract is for two years.

27. **Question**: Is an Unconditional Financial Undertaking (UFU) required given there is no Imprest Account?

    Answer: Please refer to Clarification 7 above.

28. **Question**: What is the upper Contract limit?

    Answer: As per Table 1: Total Amount Payable of Schedule 2, Part 6, the upper Contract limit is dependent on the successful Tenderer's bid. The only value AusAID has given is AUD7,420,000 for the Reimbursable Operation, Travel and Activity Costs.

29. **Question:** Due to the delay in receiving the 1st Fixed Management Payment under Part 6 Clause 3.1 and Clause 4.1 would AusAID consider a Fixed Management Fee pre-payment on program start-up/commencement?

Answer: No. Program costs and activity costs are reimbursable as per Clause 7, Schedule 2 of the RFT and pre-payment for a Fixed Management Fee (instead of a milestone or quarterly payment) would not be considered.

30. **Question:** Part 6 Clause 7.5 refers to Table 7 and the proposed AUD6,700,000 Activity Costs. Would AusAID consider setting up a "quarterly payment in advance" operational account or Imprest Account for these AUD6,700,000 worth of funds?

Answer: No. As per Clause 7.5 Schedule 2 of Part 6, the Operational, Travel and Activity costs will be reimbursed on a monthly basis in arrears.

<u>Terms of Reference (TORs)</u>

31. **Question:** Part 1, Clause 5.3, Annex 3: Team Member Inputs requires Tenderers to specify the proposed inputs for Short-Term Advisers. However the Terms of Reference (TOR) for the identified Short-Term Personnel specify that their inputs will be agreed in the Annual Plan. Can AusAID confirm that tenderers are required to specify and cost indicative inputs in Annex 3 and the Financial Proposal which will subsequently be confirmed in the 2011 and 2012 Annual Plans?

Answer: Yes. As per Annex 3 and Tables 4A/B of Part 1, Tenderers are required to specify and cost Short-term Personnel. The 'Specific inputs' referred to in the TORs relate more to duties and tasks to be undertaken rather than the number of days inputs for those positions.

32. **Question:** Part 5, TOR for the Elections Operations Adviser, Specific Duties (e) implies that there will be a Twinning arrangement with the Australian Electoral Commission funded by an Activity Bank Account. However, there is no other reference in the RFT to such an arrangement. Can AusAID please clarify the intent of this clause?

Answer: As per sub-clause (e) of the Elections Operations Adviser TOR, any arrangements between the Australian Electoral Commission and the PNGEC would be formalised through a separate agreement and separate funds, that is, not within this Contract nor with these contract funds.

33. **Question:** Part 5, TOR for the Contractor Representative. Would AusAID consider waiving the requirement for the Contractor Representative (CR) to be a permanent employee of the Contractor based at either the Contractor's Head Office or in PNG? If not, could AusAID please explain the rationale in limiting selection of a Contractor Representative to permanent staff based in the organisation's Head Office or PNG?

Answer: Please refer to Clarification 9 regarding the need for the Contractor Representative to be an employee, but not permanent employee. As per Table 4A/B Part 1 of the RFT, Tenderers are required to list the inputs for the identified Short-Term Personnel Costs, noting that they have discretion as to whether the CR is based at the Contractor's head office (if the Tenderer is based internationally) or in Papua New Guinea.

34. **Question:** Part 5, TOR for the Gender and HIV/AIDS Adviser. Is it possible for tenderers to consider splitting the Gender and HIV/AIDS position into two separate roles and nominating experts with respective skills in gender and HIV/AIDS?

    Answer: As per Table 4A/B of Part 1, Tenders are required to list and cost the positions identified. Tenderers also have the option to list other positions as required. Although the Gender and HIV Adviser role cannot be split, a Tenderer may choose to propose a further position in the field.

<u>Miscellaneous</u>

35. **Question**: Part 2 Clause 7.4 (RFT p 21) states that AusAID may invite a Tenderer to give AusAID a short presentation and be interviewed by the Technical Assessment Panel (TAP). Can AusAID confirm if a TAP interview is to be scheduled, when it might occur and which position(s) will be required to attend this interview?

    Answer: As per Clause 7.4 of Part 2 of the RFT it would be expected that the Specified Personnel would be required to attend (please refer to Clause 6.1, Schedule 1 Part 5 of this RFT for the list). The Contractor Representative may also be required to attend. The indicative date for TAP interviews is around late November 2010 in Port Moresby and short-listed Tenderers would be advised in writing at least one week prior to the interview.

36. **Question**: In terms of the program design and the four components, how closely are they aligned to the PNGEC Corporate Plan, first developed in ESP2?

    Answer: ESP3 component objectives have considered the PNGEC Corporate Plan. Please note that the PNGEC Corporate Plan is currently under review, as stated by the Deputy Commissioner to the PNGEC at the ESP3 Industry Briefing.

37. **Question:** Part 5, Clause 7.6(a) specifies that the Contractor will work with the PNG Boundaries Commission regarding electoral legislative sanctions. Can AusAID confirm that this should read the PNG Electoral Commission?

    Answer: No, As per Table 1: Other Key Stakeholders, Schedule 1 of Part 5, the PNG Boundaries Commission is functionally housed within the PNGEC so the reference is correct.

38. **Question**: Either currently or in the near future, is AusAID expecting any third contractors (refer to Clause 7.4 (c))?

    Answer: No. As per Clause 7.3, Schedule 1, Part 5 of the RFT, the successful bidder would work with the previous ESP2 Contractor and AusAID Port Moresby in the transition.

39. **Question**: Has AusAID managed to avoid favouring incumbency?

    Answer: Yes. As per Clause 5.2 of Part 1, the Selection Criteria is broad and designed to provide all Tenderer's with opportunity to demonstrate how they best fit this proposed activity.

Attachments to this Addendum

1. PowerPoint slide presentations from the Industry Briefing held on 12 October 2010 in Port Moresby.

All other information as set out in the RFT dated 30 September 2010 remains unchanged.