Australian Government
AusAID

ADDENDUM 4

Date: 02 September 2010 Pages: 7

Subject: Addendum 4 to the Kiribati Technical Vocational Education and Training Sector Strengthening Program (TVETSSP) of 10 July 2010

Amendments to the RFT:

Amendment 1.
Delete Section 1, Part 1, Annex 4 - Conflict of Interest (page 7) of the RFT and replace with:

Annex 4 - Conflict of Interest and Disclosure of Prior Involvement with the development of the Program

The Tenderer must indicate:

(a) whether it has any contractual or other relationship with any Australian training provider eligible to receive Australian scholarship awardees; and
(b) any actual or potential conflicts of interest in relation to Section 2, Part 5, clause 11; and
(c) how they will manage any Conflict of Interest to reduce the conflict.

The Tenderer must indicate:

(a) whether or any person who was involved in the preparation of its Tender or who is named in its Tender has any prior involvement in the development of the Program (e.g. preparation of the Program Design Document); and
(b) what the involvement has been.

Amendment 2.
Delete Section 1, Part 4, Clause 5.7(page 61) of the RFT and replace with:

5.7 In addition to the items listed under Clause 5.3 above, the following items only will be reimbursed at cost (subject to reasonableness) in arrears up to a maximum of **AUDxxx.**

(a) Airfares reimbursed at economy class for flight legs under four (4) hours and business class for flight legs over four (4) hours. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route;

(b) Compulsory Arrival and Departure Taxes, and Travel to and from Airport: reimbursed at cost;

(c) Hotel Accommodation: a pre-agreed amount to be reimbursed at lesser of actual cost incurred; and

(d) Travelling Allowance: A pre-agreed daily rate towards the costs of meals and incidentals.

Amendment 3.
Amend clause 6.5, Section 1, Part 4 (d) to read:

(d) ***I**nclusive* of all escalators for the first 18 months of the Program: but

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:
See Answer to Question 40 of Addendum 2 issued 6 August 2010.

3. *Are you seeking for travel and per diem and associated costs for the Program Manager and Resource Coordinator to be captured within the Total Management Fee along with other Contractor Head Office personnel travel costs, Section 1, Part 4, Clause 3.1 (page 57) of the RFT?*

Answer:
No. See above ***Amendment 2*** in this Addendum 4 to the RFT.

4. *We do not understand what you are looking for in the "Conflict of Interest" annex. Are you able to advise what the conflict would be and how we should address this Annex?*

Answer:
See above ***Amendment 1*** in this Addendum 4 to RFT.

5. *Is it possible to provide further information (or a suggested template) relating to your requirements for Annex 4 (Conflict of Interest) to the Technical Proposal?*

Answer:
See above ***Amendment 1*** in this Addendum 4 to RFT.

6. *a) Table D - Short Term Personnel Costs of Section 1 Part 1 (page 18) of the RFT specifies Short Term Personnel inputs for the initial contract period only. However,*

Table A - Like-for-Like-Assessment, Section 1 Part 1, pg 13 of the RFT requires Short Term Personnel costs for Initial Contract Period and Option Period (4 years). Could AusAID please provide an indication of Short Term Personnel inputs for the Option Period (4years) in order to complete this table.

b) Alternatively, can we assume that the Short Term Personnel inputs for Option Period 4 years are the same each year as specified in Table D, Initial Contract Period 18 months.

Answer:
Assume inputs during the Option Period will be the same as during the Initial Contract Period.

7. *Is AusAID able to amend the table for the provision of an additional column in Table E - Escalation Factor for Extension Period of Section 1, Part 1 (page 19) of the RFT, in order to differentiate in-Australia and In-Kiribati escalation factors for the extension period?*

Answer:
No, include additional information as notes under Section 1, Part 1, Table E (page 19) of the RFT, if required.

8. *How much time is there expected to be between contract signing and mobilisation? This will depend on the contract signing date.*

Answer:
This is for negotiation between AusAID and the preferred tenderer.

9. *Is it envisaged that there will be Certificate III and IV courses taught at KIT? If yes, when are they expected to commence?*

Answer:
Refer to Section 1, Part 3, Clause 3 (page 36) of the RFT, and Program Design Document (page 72) for Program Outputs. The mechanism for recognising outcomes that TVETSSP will support in Phase 2 is the MLHRD Strategic Plan 2012-15. Also refer to the Answer to Question 32 in Addendum 2 to the RFT issued 6 August 2010.

10. *Can we assume that there will be administrative and logistical support provided from KIT for the scholarship program?*

Answer:
Refer to Clause 5.2, Roles and Responsibilities in TVETSSP Management and Structure (page 35) of the Program Design Document.

11. *Can AusAID confirm that the inputs required for the Program Manager are 3.6 months for the 18 months of Phase 1?*

Answer:
Yes. Refer to the Answer to Question 1 and following Amendment to Table 3 in Addendum 2 to the RFT issued 6 August 2010.

12. *a) Who does the Principal KIT report to currently? And*
b) and who will they report to once TVETSSP commences?

Answer:
a) The MLHRD Secretary.
b) The MLHRD Secretary.

13. *Table D (page 18) of the RFT includes Daily Fee which does not include allowances/airfares. Are the STP allowances/airfares to be included under the TMF?*

Answer:
No. As per Section 1, Part 4, Clause 6.6 (page 63) of the RFT, STP allowances/airfares are part of the Reimbursable Short Term Personnel Costs. Furthermore, Line 12 of Section 1, Part 1, Table D (page 18) of the RFT indicates that Reimbursables are to be advised by AusAID.

14. *Mobilisation and Demobilisation costs in Table C1 are totalled on the right hand column but not on the bottom row - are these to be included in the total to be carried over into Table A? If not should they be included under the TMF?*

Answer:
Mobilisation and Demobilisation costs should be totalled at the bottom of the appropriate column.

15. *a)Can we assume that there will be administrative and logistical support provided from KIT for the scholarship program?*
b) Please advise what resources would be available to coordinate this function?

Answer:
a) Yes. Some administrative and logistical support will be provided by MLHRD and KIT.
b) This would be a matter for the preferred tenderer to discuss with MLHRD.

16. *Additional apprenticeship allowances: Is this to do with buying equipment so the apprentice has tools?*

Answer:
No. The apprenticeship allowances are based on contribution to student daily costs including bus, food etc.

17. *Does the RTO need to supply all equipment so that on finishing a course the apprentices have tools to do certain work?*

Answer:
No.

18. *With regard to travel and associated costs for TVET workshops/outer islands: Should equipment supplied be left on outer islands for future work?*

Answer:
This will be a discussion held with the preferred tenderer if required.

19. *In Addendum 2, AusAID advised that of the seven (7) priority actions identified in the Design Document, those activities that had been completed, the answer was at Question response 33, Addendum 2. Could you now please advise the status of the rest of the items?*

Answer:
As listed below:

- KIT Principal, Operations Manager and ESL Manager recruited;
- Funding provided by AusAID for tender for toilet block; and
- Initial Electrical Safety Assessment undertaken, audit and rewiring expected over next few months.
- Initial PPE list drafted with purchase expected shortly.

20. *Have steps been taken to reduce the most severe OHS risks at KIT?*

Answer:
Yes, as follows:

- Funding provided by AusAID for tender for toilet block
- Initial Electrical Safety Assessment undertaken, audit and rewiring expected over next few months
- Initial PPE list drafted with purchase expected shortly
- One-day OHS workshop conducted with KIT staff and OHS component included in Cert IV TAA for staff

21. *Has the toilet block risks been reduced?*

Answer:
The rebuilding of the toilet block is currently out for local tender.

22. *Has the electrical wiring been replaced?*

Answer:
No. Arrangements are currently being made for a qualified technician to undertake audit and replace wiring over next few months.

23. *What is the status and expected completion time of the implementation of the student records system?*

Answer:
There is no student records system currently in place. A scoping mission is expected over next two (2) months with delivery and timing of implementation of an appropriate system contingent upon recommendations.

24. *Are the KIT computer equipment and systems operational and operating at maximum capacity? If not, when will they be?*

Answer:
The computer equipment and systems are operational, however not operating at maximum capacity. There will be a volunteer IT position from October 2010 to provide some support in this area.

All other information as set out in the RFT dated 10 July 2010, Addendum 1 dated 20 July 2010 Addendum 2 dated 6 August 2010 and Addendum 3 dated 18 August 2010 remains unchanged.