

18 March 2024

Request for quotation (RFQ) – goods or services

RFQ Title:	Vietnam Business Partnership Support Services
RFQ Issue Date:	18 March 2024
Terms of Reference / Specifications:	The Services to be delivered are detailed in the attached Terms of Reference
Project	Impact Private Sector Partnerships (IPSP)/ Business Partnership Platform (BPP)
The Company	Palladium International Pty Ltd.
Closing Date and Time	9:00 am (AEDT) on Tuesday 9 April 2024
Contact Person	Eloise Peden via eloise.peden@thepalladiumgroup.com
Details for Submission	Applications to be submitted via eloise.peden@thepalladiumgroup.com

Thank you for your interest in the above procurement. As managing contractor for the IPSP, the Company invites you to submit a quote for the Goods or Services listed below. Your quote will be valid for the Validity Period.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time.

I look forward to your response. If you have any queries, please do not hesitate to contact me on N/A or by e-mail via eloise.peden@thepalladiumgroup.com

Yours sincerely,

Eloise Peden

Terms and conditions

1. Quote Conditions

By submitting a quote, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

2. Quote Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFQ unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

4. Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing an amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Person identified on the cover page of this RFQ.

7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

8. Confidentiality

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their quote.

The potential supplier acknowledges that in the course of this RFQ, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFQ and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFQ and after the completion of the process.

9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing the Company's requirement described in the RFQ where the option to do so was stated in the RFQ or agreed in writing with the Company prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote. And provide it to the Company upon request.

11. Price Basis

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFQ; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFQ process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFQ) which could give rise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

17. Jurisdiction

This Agreement shall be subject to the laws of the Jurisdiction.

The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.

About Palladium

Palladium is a global leader in the design, development, and delivery of Positive Impact – the intentional creation of enduring social and economic value. We work with governments, businesses, and investors to solve the world's most pressing challenges. With a team of more than 3,000 employees operating in 90-plus countries and a global network of over 35,000 experts, we help improve economies, societies, and, most importantly, people's lives.

About the Business Partnerships Platform

The Business Partnerships Platform (BPP) is implemented by Palladium and funded by the Australian Government Department of Foreign Affairs and Trade (DFAT).

We support partnerships between the Australian Government and inclusive businesses to create both development impacts and sustainable commercial returns through their core business operations.

With BPP support, businesses are creating a social and environmental impact by:

- creating and adapting products and services that improve lives and reduce emissions,
- helping to create more inclusive and productive value chains; and
- expanding inclusive business practices.

Partners benefit from the shared resources, experience, and knowledge of all partners. Successful partnerships are driven by mutual priorities, open communication, accountability, shared risks and benefits, and the ability to recognise and respond to each other's strengths and add value.

We champion gender equality and social inclusion and work with our partners to strengthen their approach to women's economic empowerment and lift barriers for women to succeed as leaders, employees and as suppliers in the value chain.

Our partnerships support businesses to de-risk and scale green investments. Through the BPP businesses are delivering affordable and clean infrastructure, reducing water use and supporting climate resilience and the preservation of natural capital.

There is currently a portfolio of 13 active BPP partnerships in Vietnam supporting partnership rounds focused on Green Recovery, Carbon Markets and Climate Adaptation in the Mekong Delta.

Further information can be found at thebpp.com.au.

Scope of Services

Palladium is seeking to engage a Vietnam-based organisation to assist the Australian Embassy in Hanoi, the Australian Consulate-General in Ho Chi Minh City and Canberra-based Palladium team to support and monitor partners implementing the 13 BPP initiatives.

This will be primarily through the provision of one full time advisor acting as the Vietnam BPP Program Advisor that will be based at the **Australian Consulate-General in Ho Chi Minh City**. The Vietnam BPP Program Advisor will provide the following range of services:

DFAT Focal Point

- Act as a point of contact for BPP activities in Vietnam on behalf of DFAT.
- Represent DFAT as needed at meetings/events with partners.
- Facilitate access to technical support from DFAT and its network based on partner requests.
- Update the Embassy/Consulate-General teams on progress of partnerships.

- Participate in monitoring and support visits to partners.
- Identify opportunities to link and expand BPP initiatives.
- Prepare briefings and draft letters and other communications.

Coordination and Support

- Support the Australia-based BPP Relationship Managers to work with partners throughout the project management cycle, including:
 - Following up with partners on reports and other deliverables.
 - Reviewing and providing comments on progress reports.
 - Liaising with the Monitoring Evaluation and Learning (MEL) and Gender Equality, Disability and Social Inclusion (GEDSI) advisors as needed.
 - Identifying additional support needed by partners.
- Support the advertising and contracting of additional local technical support.
- Arrange visits and workshops for DFAT, BPP team members and other stakeholders as required, including providing translation and interpretation support as needed.
- Input into BPP and DFAT public diplomacy and communication activities.
- Support DFAT's broader activities in the BPP focus areas (agriculture/forestry, renewable energy) as needed.

Selection Criteria

Organisation

- Appropriate legal registration to provide business advisory services in Vietnam.
- Understanding of private sector development.
- Understanding of at least two of the key BPP focus areas in Vietnam (agriculture/forestry, carbon markets, climate change mitigation/adaptation and renewable energy) is desirable.
- A track record of providing advisory support services.

Vietnam BPP Program Adviser

- Experience in providing project management, administration, finance, and logistics support.
- Understanding of at least two of the key BPP focus areas in Vietnam (agriculture/forestry, carbon markets, climate change mitigation/adaptation and renewable energy) is desirable.
- Strong presentation and communication skills in both Vietnamese and English.
- Excellent time management and organisational skills.
- Relevant academic qualifications and work experience, preferably in private sector development/agribusiness.
- Experience in working with grant management and international organisations/donors is a plus.

Timing

12-month contract from May 2024, with potential to extend.

Proposal

The proposal needs to include:

- Organisation relevant experience (maximum four pages).
- CV of the proposed candidate to be the Vietnam BPP Program Adviser (maximum four pages).
- Total proposed budget detailing the salary of the Vietnam BPP Program Adviser, on costs, and reasonable organisational overhead/administrative costs.

Please note that the contracting organisation will be responsible to provide all government mandated benefits for the Vietnam BPP Program Officer, including social, health and unemployment insurance.

The contracting organisation will also have to arrange and provide to Palladium a positive police check for the individual proposed for the Vietnam BPP Program Adviser prior to the contract being executed.

To Apply:

Please apply by 9:00 am (AEDT) on Tuesday 9 April 2024 via eloise.peden@thepalladiumgroup.com by submitting the proposal incorporating the relevant experience of the organisation, the CV of the Vietnam BPP Program Adviser and a full budget.

If your quote is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant Project Manual. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any quotes pursuant to this RFQ.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process.