

Request for proposal (RFP) – goods or services

RFP Title:	Tourism Marketing Agency
RFP Issue Date:	Monday, 20 February 2023
Terms of Reference / Specifications:	The Goods and/or Services to be delivered are detailed in the attached Schedule
Project	Market Development Facility Phase 2
The Company	Palladium Unipessoal Lda
Registration of Interest	Monday, 20 February 2023 until Monday, 27 February 2023
Last date for Queries	Tuesday, 28 February 2023
Closing Date and Time	Sunday, 5 March 2023, 23:59 pm Timor-Leste time
Contact Person	Judith Lopes judith.lopes-mdf@thepalladiumgroup.com
Details for Submission	Proposals must be emailed to tenders-mdf@thepalladiumgroup.com by 23:59 on 5 March 2023 (GMT+9). Please use the subject line "EoI Tourism Marketing Agency". All submissions must contain PDF of the proposal and Excel file of the Budget.

Thank you for your interest in the above procurement. As managing contractor for the Project, the Company invites you to submit a proposal for the Services listed below. Your proposal will be valid for the period of contract, i.e., twelve months.

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

We look forward to your response. If you have any queries, please do not hesitate to contact me on: judith.lopes@thepalladiumgroup.com

Yours sincerely,

Judith E. Lopes da Cruz

Operations Administrator

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.

Schedule - Scope of Services

About Market Development Facility (MDF)

Market Development Facility (MDF) is an Australian Government-supported multi-country initiative, implemented by Palladium, which promotes sustainable economic development, through higher incomes for women and men, in our partner countries. MDF connects individuals, businesses, governments and NGOs with each other, and with markets at home and abroad.

Timor-Leste's Ministry of Tourism, Commerce and Industry (MTCI) is the apex government body for the growth of key economic sectors for Timor-Leste. MTCI is responsible for decision making and implementation of various policies and activities that can bolster the economic growth of the country.

Project Objectives

MDF and MTCI are seeking a marketing agency to promote Timor-Leste. The desired agency will work with MDF and MTCI to develop, implement, and measure the effectiveness of campaign to increase target audience's awareness and perception of Timor-Leste. Ultimately, the aim is to increase the number of tourists visiting Timor-Leste.

Scope of Services

MDF and MTCI are seeking the following services from a marketing agency:

1. Strategy formulation – Develop marketing strategy based on consumer research, analysis, and consultation with MTCI and MDF. Identify key target markets, messages, and content needs. Design campaigns and creative briefs that align with MTCI objectives.
2. Creative content – Create creative content including banners, social media ads, articles, and video
3. Media buys – Identify and purchase media space based on campaign strategy.
4. Capacity support – Provide recommendations, training, and support to MTCI for the three above areas.

Methodology

MDF, MTCI, and contracted agency will implement a pilot destination marketing campaign. The purpose of which is to demonstrate the opportunity to market Timor-Leste while building MTCI capabilities. The pilot campaign will inform subsequent investments in destination marketing.

The campaign will be digital-only and focus on the Australian market which has the highest potential per MDF research. It will leverage existing tourism assets including the Timor-Leste website (<https://www.timorleste.tl/>).

The contracted agency will work closely with MDF and MTCI throughout the assignment.

Timeframe

The work is expected to be completed from May to December 2023.

Required Deliverables and Payment Terms

The service provider will be required to undertake the steps with the associated deliverables. The steps are not a linear process – i.e., the contracted agency will go through several cycles of strategy formulation, creative content, media buys, and capacity building to MTCI.

No	Steps	Deliverables	Payment Term
1	Strategy formulation	<ul style="list-style-type: none"> Campaign plans with key messages, budgets, workplans Creative briefs 	<ul style="list-style-type: none"> Time-based
2	Creative content	<ul style="list-style-type: none"> High-quality content for use in campaigns 	<ul style="list-style-type: none"> Time-based
3	Media buys	<ul style="list-style-type: none"> Media purchases with invoices 	<ul style="list-style-type: none"> Material-based
4	Capacity building to MTCI staff on destination marketing	<ul style="list-style-type: none"> Recommendation in campaign plans and creative briefs Training sessions 	<ul style="list-style-type: none"> Time-based

Experience and qualifications

- Experience in developing destination marketing strategies especially in developing markets.
- Ability to produce high-quality digital content that drives engagement.
- Ability to purchase, track, and adjust media buys based on cost and performance.
- Track record of collaborating with Government agencies including upskilling to Government staff
- An understanding of tourism opportunities and challenges in Timor-Leste

Other requirements

- The Contractor will engage a person based in Timor-Leste as part of their project team. The Contractor will seek MDF written (email) approval prior to engaging the locally based team member, by providing MDF a copy of the person's CV and a brief description of the person's role in the project.

Evaluation Criteria

Submitted proposals that meet screening criteria will be evaluated by a panel from MDF and MTCI.

No	Criteria	Description	Weight
1	Scope	<ul style="list-style-type: none"> Understanding of and ability to meet MDF and MTCI's needs Ideas for proposed methodology 	30%
2	Past performance	<ul style="list-style-type: none"> Relevant experience References from clients 	20%
3	Team	<ul style="list-style-type: none"> Organization and team structure CVs of key personnel (maximum three) 	20%

4	Price	<ul style="list-style-type: none"> • Hourly rates for all proposed roles • Materials markup rate for media buy categories • Other costs as applicable 	30%
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Contracting details

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 RFP.

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.