

## Request for quotation (RFQ) – goods or services

RFQ Title:	RFQ-FJ23-012 Outsourcing Industry Development Fund for Outsource Fiji
RFQ Issue Date:	Monday, 13 March 2023
Terms of Reference / Specifications:	The Goods and/or Services to be delivered are detailed in the attached Schedule
Project	Market Development Facility Phase II
The Company	Palladium Group Consulting (Fiji) Pte Ltd
Registration of Interest	Register your interest to submit an offer by sending your name, organization and contact details to the Contact Person by email on or before <u>Monday, 10 April 2023, 5:30pm Fiji Time.</u>
Last date for Queries	Send queries to the Contact Person by email on or before <u>Tuesday, 11 April 2023, 5:30pm Fiji Time.</u> Indicate "RFQ-FJ23-012 Outsourcing Industry Development Fund for Outsource Fiji" in the subject line
Closing Date and Time	<u>Friday, 14 April 2023, 5:30pm Fiji Time</u>
Contact Person	Makelesi Raibe: <a href="mailto:makelesi.raibe-mdf@thepalladiumgroup.com">makelesi.raibe-mdf@thepalladiumgroup.com</a>
Details for Submission	Email completed <b>Response Form</b> ( <a href="#">click here to download</a> ) to the Contact Person on or before the Closing Date and Time. <u>Indicate "RFQ-FJ23-012 Outsourcing Industry Development Fund for Outsource Fiji" in the subject line</u>

Thank you for your interest in the above procurement. As managing contractor for the Project, 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 the Contact Person.

Yours sincerely,



Kelera Cavuilati  
Acting Country Director – MDF Fiji

## 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

## 1. Background

Market Development Facility (MDF) is a multi-country Australian Government funded initiative, with locations in Fiji, Sri Lanka, Timor-Leste and Papua New Guinea. MDF aims to stimulate economic growth — and hence employment and income earning opportunities for the poor and underprivileged — by making selected sectors of the economy more competitive and stimulating business innovation. MDF is implemented by Palladium Group and Swisscontact and started operations in Fiji in July 2011.

Outsource Fiji (also known as the Business Process Outsourcing Council of Fiji) is the industry body that guides and ensures the development of the outsourcing services industry in Fiji. Established in 2018, Outsource Fiji's (OF) purpose is to market, enable, protect, and grow Fiji's outsourcing services industry. OF currently consists of active members involved in Voice Technology, Call Centre Operations, Back Office Operations, Airline Reservations, Worldwide Freight Shipping, Building and Infrastructure, Government, Insurance, Banking & Finance, Debt Collection, Virtual Human Resource, Telecommunication, and Sales & Marketing.

In 2022, OF launched their five-year Strategic Plan inclusive of industry development and marketing plans. With the increased interest and support from various stakeholders, MDF and OF are now seeking a suitable service provider to establish an Outsourcing Industry Development Fund and develop a governance framework for the fund.

## 2. Objectives of the assignment

The objective of setting up the Outsourcing Industry Development Fund is to enable OF to effectively grow Fiji's outsourcing services industry in line with its strategic priorities and support long-term inclusive and sustainable economic growth for Fiji.

The Outsourcing Industry Development Fund will be used as a tool to channel and utilize additional funding secured by OF, in accordance with the governance framework which states how the funds are to be managed, directed, and controlled.

## 3. Scope of Services

The successful service provider will:

- Open a new bank account for Outsource Fiji;
- Develop the governance framework for the Outsourcing Industry Development Fund in consultation with OF which includes but not limited to:
  - Objectives;
  - Authorities, roles, and responsibilities;
  - Strategy, coordination, and control;
  - Reporting, monitoring and evaluation.

## 4. Experience and qualifications

The service provider should demonstrate the following required skills and qualifications:

- Relevant qualification and experience of key personnel in Business, Advisory, Management or related fields;
- Prior experience in implementing similar requirements;
- Excellent communication and people skills;
- Excellent organizational skills, including working according to tight deadlines while maintaining product quality.

## **5. Quote / Proposal Format**

Interested service providers must complete the Response Form provided with this RFQ to submit an offer.

## **6. Evaluation Criteria**

### **Technical Criteria**

MDF will assess each submission based on compliance with this RFQ, ability to meet the requirements as specified and overall value for money. The technical response will be evaluated using the following criteria:

- A. Demonstrated capability to deliver the requirements as described in this RFQ. (35%)
- B. Approach to delivering the Services (35%).
- C. Qualifications and experience of proposed personnel (30%)

The technical score will account for 80% of the total score.

### **Financial Criteria**

Following consideration of the technical response, MDF will undertake a price comparison of all technically suitable offers. The resulting financial score will account for 20% of the total score.

## **7. Contracting details**

The successful service provider will be contracted by MDF and thus will work under the guidance of MDF and OF at all times, providing regular updates to both parties on progress and any problems that may be encountered.

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.