



Invitation to Tender

Business Development Manager for the Fiji Business Process Outsourcing Council

Market Development Facility (Palladium Group Ltd) | March, 2020

Invitation to Tender

Project:	Market Development Facility
Tender for:	Business Development Manager to support the Business Process Outsourcing Council in Fiji
The Company:	Palladium International Pty Ltd
Closing Date and Time:	27.03.20
Contact Person:	Prem.Singh-MDF@thepalladiumgroup.com
Tender Validity Period:	6 months
Number of Hard Copies of Tender:	Not applicable - electronic submission only
Delivery Address:	All submissions should be submitted in electronic form (<u>separate</u> files containing technical and financial proposals) to: Tenders-MDF@thepalladiumgroup.com
Jurisdiction	Fiji

This tender pack includes:

Part 1: Terms of Reference

Part 2: Tender Assessment Criteria (Technical and Financial)

Part 3: Tender Terms and Conditions (including Client Terms and Conditions)

Part 4: Declaration by Tenderers

Annex 1: Palladium Standard Services Agreement (please note the standard contract template may differ in the case of individual consultant applicants)

Please forward your Tender in accordance with the **Details for Submission** by the **Closing Date and Time provided** to the **Contact Person** provided above.

To gain further clarifications about the scope of work and overall assignment, interested applicants may direct their questions via e-mail to the Contact Person Prem.Singh-MDF@thepalladiumgroup.com. During the tendering process, responses to such queries will be shared with all candidates.

Yours sincerely,



Paul Keogh

MDF Team Leader

(Palladium International Pty Ltd)

Part 1: Terms of Reference

1. Introducing the Market Development Facility

The Market Development Facility (MDF) is an Australian Government funded multi-country initiative 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. This enhances investment and coordination and allows partnerships to flourish, strengthening inclusive economic growth. MDF commenced operations in Fiji in 2011, expanded to Timor-Leste in 2012, to Pakistan in 2013, and to Papua New Guinea and Sri Lanka in 2015.

Women's Economic Empowerment (WEE) is central to our work on the ground, and our teams are dedicated to ensuring that our activities benefit women and girls.

MDF is funded by the Australian Department of Foreign Affairs (DFAT). It is implemented by Palladium in partnership with Swisscontact.

2. Background to the Assignment

In 2019, MDF partnered with the Business Process Outsourcing Council (BPO Council) of Fiji to help strengthen the Fijian outsourcing industry's direct marketing services to international markets. The BPO Council is a private sector led coordination body, formed in 2018 to help grow and develop the outsourcing services industry in Fiji. The Council is made up of outsourcing services businesses in Fiji and prominent industry stakeholders such as the Ministry of Industry, Trade and Tourism, and Investment Fiji. The Council provides a platform for the private sector to voice their concerns and to advocate for issues and constraints commonly faced by the businesses in Fiji's outsourcing services industry.

Fiji's outsourcing services industry primarily serves clients in nearshore markets, Australia and New Zealand, where it has the comparative advantages of a similar time zone and shorter flight times. Historically, most businesses in Fiji's BPO industry have relied on personal networks or referrals to promote their services in international markets. As a result, the industry commonly lacks direct marketing personnel with the know-how to effectively navigate and establish connections with key target markets in Australia and New Zealand.

3. Assignment Objectives and Scope

The BPO Council and Market Development Facility are now seeking an individual or firm to provide the services of a Business Development Manager (BDM) who will source business leads from Australia for its members, according to the details provided in **Table 1**. The role will drive the BPO Council's international marketing initiatives to help improve the visibility and competitiveness of Fiji's outsourcing services industry in Australia. The BDM, through the BPO Council, will establish and better connect Fiji's outsourcing services industry to new target markets in Australia.

4. Assignment Duration

The duration of this assignment will be **12 months**.

5. Responsibilities

The Contractor will: be prepared to sign the Standard Contract Terms; have in place insurance policies covering Professional Indemnity and Public Liability; have any relevant registrations (including tax registrations) in the activity Jurisdiction (if applicable).

Part 2: Tender Assessment Criteria

1. Submission Requirements and Assessment Criteria

To apply for this assignment, the individual/firm is required to provide separate technical and financial proposals in line with the mandatory tender inclusions and assessment criteria outlined in **Table 1** below and with **Part 3 - Terms and Conditions of the Tender**.

Table 1 - Proposal Submission and Assessment Criteria

Note: A 'lead' is defined as a new employment position created in the course of the BDM's deliverables under this Assignment.

Proposal Component and Weighting	Mandatory Inclusions	Assessment Criteria
Technical Proposal 80%	<ol style="list-style-type: none"> 1. Client acquisition strategy and methodology, including demonstrating the ability to achieve a minimum of 200 seats converted in the course of the Assignment, ability to deliver the right types of leads, and clear description of how leads will be distributed amongst BPO Council members. 2. Estimated delivery timeline against key milestones. 3. Clear description of resources (including the CV/CVs of proposed key personnel, who must be clearly specified) dedicated to the assignment, including how these resources match the capacity requirements of this assignment. 4. Demonstrated strong track record of work in outsource marketing and/or similar industries, resulting in successful business deals, and a strong track record of performance in the sales/business development arena would also be desirable. 5. Demonstrated ability to successfully develop and manage relationships with relevant businesses or organisations. 	<ul style="list-style-type: none"> - Suitability of strategy (and its ability to clearly meet the needs of the BPO Council); - Feasibility of proposed delivery methodology, including demonstration of achievable timelines; - Demonstrated previous experience of working in marketing of outsourcing and/or similar industries, resulting in successful business deals; - Preferably, demonstrated strong record of performance in the sales/business development arena; - Demonstrated excellent knowledge of outsourcing services or the BPO industry; - Demonstrated ability to successfully develop and manage relationships with businesses or organisations, which should include assisting them in converting the generated leads to contracts; - Demonstrated sufficiency and suitability of organisation/associated personnel and associated resources;

Proposal Component and Weighting	Mandatory Inclusions	Assessment Criteria
	6. Commitment to quarterly trips to Fiji for feedback sessions with the BPO Council, its members, and other associated parties.	<ul style="list-style-type: none"> - Demonstrated commitment to quarterly trips to Fiji; - Demonstrated excellent communication skills and fluency in English.
Financial Proposal 20%	<ol style="list-style-type: none"> 1. Provision of a fully costed financial proposal, inclusive of management and other associated fees. 2. The total financial proposal works within a maximum budget of 100,000 AUD. 3. The proposal should contain both base payment for the services and competitive commission breakdown weighted towards lead generation (30%), and lead conversion (70%). 4. Cost of logistics (travel and lodging). 5. All prices quoted and all payments shall be made in Australian Dollars. 6. All prices are to be inclusive of relevant taxes. 7. Except for variations in the rate of duty or foreign exchange, Tenderers shall state whether the prices offered are:- <ul style="list-style-type: none"> - firm, that is prices offered shall not be varied either up or down for any reason; - firm for a period, in which case the period must be stated; - subject to other price variations either up or down. 	<ul style="list-style-type: none"> - Competitive and comprehensive pricing model, including fee/service rates; - Realistic payment schedules; - Clear description of valid leads, including commission per lead generated and converted (% commission for different contract values/number of contracted leads for both lead generation and conversion, e.g. 3% for contracts over AUD 50,000, 5% for contracts below AUD 30,000; or any other method the applicant finds appropriate to outline commission breakdown). - Financial proposal incorporating quarterly trips to Fiji for feedback sessions with the BPO Council, its members, and other associated parties (as required).

Part 3: Tender Terms and Conditions

1. Tender Content

- 1.1. The tender must contain the following:
 - 1.1.1 a technical submission (in the form detailed under Table 1);
 - 1.1.2 a financial submission (in the form detailed under Table 1).
- 1.2. Every Tender needs to state in the submission:
 - 1.2.1 in the case of an individual, full or given names, surname and address;
 - 1.2.2 in the case of a trust, the full names and addresses of each trustee of the trust;
 - 1.2.3 in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the relevant registration number and a copy of the certificate of registration; and
 - 1.2.4 If relevant, a list (including CVs if requested) of all the nominated personnel expected to contribute to the performance of the TOR, including their names, surnames, title of their position and their proposed level of effort.
- 1.3. Tenders are to be written in English
- 1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent, or the person or organisation responding to this invitation (as applicable). Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

2. Tender Assessment Process

- 2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR (or this Tender generally) will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.
- 2.2. The Company will evaluate Tenders on the following basis:
 - 2.2.1 a technical assessment;
 - 2.2.2 a financial assessment;
 - 2.2.3 any other factors which may impact on the Tenderer's potential performance.
- 2.3. The Company reserves the right:
 - 2.3.1 to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;
 - 2.3.2 to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;
 - 2.3.3 to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;

- 2.3.4 to recall tenders from any source including those tenderers who have already submitted tenders, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for this action;
 - 2.3.5 to accept Tenders for the whole or any part of the requirement;
 - 2.3.6 to require that tenderers submit to the Company's Due Diligence process prior to or after the submission of Tenders; and
 - 2.3.7 to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.
- 2.4. The Company shall not be bound by any advice given or information furnished by it.
 - 2.5. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
 - 2.6. Any inducements and rewards intended to influence the outcome of the Tendering process will result in Tenderer's immediate suspension from the process.
 - 2.7. Your Tender will be valid for the Tender Validity Period specified on p.1.

3. Technical Assessment

- 3.1. The Technical Assessment will be undertaken by an internal procurement committee.
- 3.2. The Company may specify weighting for assessment criteria in the Financial Assessment Criteria.

4. Financial Assessment

- 4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment may be undertaken by The Company of the Tenders assessed as technically suitable.
- 4.2. Tenderers should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.
- 4.3. Unless otherwise specifically stated, prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.
- 4.4. The contract price, which must include any and all other charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.
- 4.5. Additionally, 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.
- 4.6. 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.

5. Acceptance of Tenders

- 5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
- 5.2. A Tender will not be deemed to be accepted unless and until a Contract in the form outlined in Section 19 is signed by the Company and the Tenderer (with the agreed commercial terms included).
- 5.3. The Company reserves the right to enter into negotiation with any other tenderer if contract negotiations cannot be concluded with the preferred Tenderer.

6. Alternative Tenders

- 6.1. The Company reserves the right to accept and consider alternative Tenders providing they:
 - 6.1.1 are submitted with a compliant Tender;
 - 6.1.2 clearly identify the differences and improvements offered.

7. Non-Compliant Tenders

- 7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
- 7.2. The Company may, however, in its absolute discretion evaluate any non-compliant Tender.

8. Lodgement of Tenders

- 8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.
- 8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender but, for reasons proven by the Tenderer, it did not. The Company may allow a late Tender to be assessed at its absolute discretion.
- 8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

9. Tenderer Costs

- 9.1. Tenderers are responsible at their own cost to:
 - 9.1.1 make all arrangements and obtain and consider all information relating to the TOR;
 - 9.1.2 prepare, deliver and lodge their tender;
 - 9.1.3 deal with any issues, including disputes, that may arise out of the tendering process.

10. Confidentiality

- 10.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person.
- 10.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
- 10.2.1 is strictly necessary for submitting the Tender;
 - 10.2.2 is required by relevant laws;
 - 10.2.3 is authorised by prior written approval from the Company; or
 - 10.2.4 occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
 - 10.2.5 If the Tenderer 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.
 - 10.2.6 The parties agree that this obligation applies during the Tender and after the completion of the process.

11. Request for Information

- 11.1. Any prospective tenderer may within a reasonable time before the closing date request information on any point of clarification in this Tender. The information requested shall be given in writing by the Company as soon as practicable. Where in the opinion of the Company the information could have an effect on other tenderers, that information may at the Company's sole discretion be given in writing to all known prospective tenderers.

12. Business Partner Code of Conduct

- 12.1. Tenderers shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders. The Code is currently available at thepalladiumgroup.com/policies.

13. Unsuccessful Tenders

- 13.1. Unsuccessful Tenders will be notified in writing and shall be entitled to feedback regarding their tender.

14. Tenderer Acceptance of Conditions

- 14.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the cover letter of the submission. The Company reserves the right to reject any

departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

15. Conflict of Interest

15.1. Tenderers 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).

16. Inconsistencies

16.1. If there is inconsistency within this ITT, the following order of precedence shall apply:

16.1.1 these Terms and Conditions (including Client Terms and Conditions);

16.1.2 the Cover Page of this ITT; and

16.1.3 Part 1 - Terms of Reference

16.1.4 Table 1 - Financial Assessment Selection Criteria

16.1.5 Table 1 - Technical Assessment Selection Criteria

16.1.6 the Schedule

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

17. Jurisdiction

17.1. This Tender process shall be subject to the laws of the Jurisdiction.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

18. Client Specific Provisions

Subcontractors and Consultants will be required to comply with:

- 18.1. The tenderer's attention is drawn to the Commonwealth's policy to maximise employment opportunities for Aboriginal and Torres Strait Islander people. A Tender must, where opportunities exist, indicate in its Tender: how it will provide employment opportunities for Aboriginal and Torres Strait Islander people ; the nature and duration of the employment it proposes to provide; where those people would perform work in relation to the Project; the number of people who would be involved.
- 18.2. The Affirmative Action (Equal Opportunity for Women in the Workplace) Act 1999, requires private sector employers of 100 or more employees and also higher education institutions, to establish affirmative action programs. If the Act applies to the Tenderer: the Tenderer has been deemed as not complying with its obligations under the Act; the Tender does not submit a Certificate of Compliance with the Tender; the Tender will be considered as non-compliant and maybe excluded from consideration.

19. Form of Contract

- 19.1 A Standard Services Agreement contract will be used as the contracting instrument between Palladium Group Limited and the successful application. A copy of this Agreement is provided in Annex 1. Please note the standard contract template may differ in the case of individual consultant applicants.

Part 4: Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

Where requested by the Company, I/We will promptly provide the certificates or other documents referenced in this ITT.

I/We understand that any information given by us will be relied on and used by the Company to assess my/our suitability to participate further in this potential procurement.

I understand that the Company may reject my/our Tender if it is non-compliant, or false/misleading in any way.

Where this statement is being provided by an individual on behalf of the Company, that individual has the necessary corporate authorisation to provide the declaration on behalf of the Company.

I / We have not communicated to any person other than the Company the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above.

I/We have not engaged in any behaviour which has or could contravene Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US) or any similar legislation.

I/We 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 tender) which could give rise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.

Annex 1 - Palladium Standard Services Agreement

Please refer to the attached Template Contract Form.



Fiji: Garden City Business Park, Grantham Road, Suva, Fiji

Pakistan: 95-E/1, Syed Shamshad Haider Road, Hali Road, Gulberg III, Lahore, Pakistan

Papua New Guinea: Level 6, PwC Haus, Harbour City, Port Moresby, Papua New Guinea

Sri Lanka: No. 349, 6/1, Lee Hedges Tower, Galle Road, Colombo 03, Sri Lanka

Timor-Leste: 2nd Street, Palm Business & Trade Centre, Surik Mas, Dili