

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


RFQ Title:	RFQ-FW210105 Production of MDF contractor briefing animation
RFQ Issue Date:	Friday, 22 Jan 2021
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 International Pty Ltd
Registration of Interest	Register your interest to submit an offer by sending your name, organisation and contact details to the Contact Person by email on or before <u>Thursday, 28 Jan 2021, 5:00pm Brisbane Time</u> .
Last date for Queries	Send queries to the Contact Person by email on or before <u>Monday, 1 February 2021, 5:00pm Brisbane Time</u> . Indicate "RFQ-FW210105 Production of MDF safeguarding animation" in the subject line
Closing Date and Time	<u>Friday, 5 February 2021, 5pm Brisbane Time</u>
Contact Person	Don Medrana: <a href="mailto:don.medrana@thepalladiumgroup.com">don.medrana@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-FW210105 Production of MDF safeguarding animation" 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 me.

Yours sincerely,



Don Medrana  
Central Program Manager, MDF

## 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 is an Australian Government funded multi-country initiative which promotes sustainable economic development, through higher incomes for women and men, in our partner countries.

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

Protecting children and preventing sexual exploitation, abuse and harassment (PSEAH) is critical to MDF and our ongoing work. We seek to do-no-harm to the environment or the communities or people where we work. We comply with DFAT's [Child Protection Policy](#) and [Prevention of Sexual Exploitation, Abuse and Harassment Policy](#).

MDF partners with businesses to achieve inclusive economic growth and development and these businesses are often located in various locations around the countries where we work.

MDF has a code of conduct which applies to all MDF staff but also staff of partnering organisations as well as contractors and short-term advisers that we hire to complete our activities. MDF expects several minimum standards of behaviour for such personnel. Some of these standards include that personnel protect and safeguard children, and avoid sexual exploitation, abuse and harassment.

MDF has a requirement to train personnel (advisers and service providers) likely to be in contact with children and personnel where there may be higher risk of sexual exploitation, abuse and harassment. But these personnel are often located remotely with limited time, English and education.

## 2. Objective of the assignment

To ensure all personnel working on MDF's business activities are aware of the minimum standards of behaviour expected, MDF has a requirement to develop a short animation that can be (i) easily shared via social media (e.g., Youtube, Facebook etc) with individuals working on our programs in all countries where we work (Australia, Fiji, Papua New Guinea, Sri Lanka, Timor Leste); and (ii) easily understood to ensure high ongoing compliance with the above stated minimum standards of behaviour.

## 3. Scope of services / Specifications

MDF seeks creative proposals from experienced service providers in relevant fields (e.g., animation, live/digital production) to produce a creative and appropriate Product, whether an animation or combination of animation and video, on MDF standards of behavior and safeguarding guidelines and policies.

The successful service provider will be responsible for:

- Designing a highly creative and impactful storyboard in consultation with MDF.
- Producing a draft Product (of 2 – 4 minutes in duration) which helps achieve MDF's Objectives.
- Integrating changes suggested by MDF safeguard experts, communications and senior leadership.
- Sharing the final piece in file formats advised by MDF so that it can be easily shared.
- Providing MDF raw program files so it can adapt the Product going forward.

Key parameters for the required Product are as follows:

Type / Format:	The product can be animation, or a combination of animation and existing free to use footage (footage to be provided by the service provider)
Duration:	2 to 4 minutes in length

Quality:	<ul style="list-style-type: none"> <li>• 1 High quality version</li> <li>• 1 version suitable for sharing on social media</li> <li>• Raw files to be provided by service provider so the Product can be adapted going forward.</li> </ul>
Other:	<ul style="list-style-type: none"> <li>• Must use animation, images, illustrations or videos that can be easily understood by people from different MDF countries, different cultures and varied levels of English.</li> <li>• Given language barriers, it is ideal for the Product to have minimal voice over or English (i.e., understanding of English in verbal or written form can't be relied upon to convey key messages).</li> <li>• The service provider must be willing to work with MDF to make adjustments on the product as necessary to incorporate inclusivity features (E.g., enabling people with disabilities to access and understand).</li> <li>• Product must be easily and cost effectively adaptable across the five MDF countries and beyond. Alternative proposals (e.g., multiple videos adapted for local languages) may be considered in accordance with clause 9 of the Terms and conditions of this RFQ.</li> </ul>

Submissions should be guided by the specifications above. Interested Service Providers are encouraged to propose creative or innovative ideas (for example, a different format, alternative communications or monitoring ideas) to make the final product more interesting and easily understood.

Interested service providers may provide up to three different Product options in their proposal.

MDF will be working closely with the successful service provider to provide and will provide: (i) technical (safeguards) and strategic (program objective) guidance; (ii) MDF style guidance; (iii) feedback on original proposal and storyboard; and (iv) advice at all key stages of the development of the Product.

#### 4. Quote / Proposal Format

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

#### 5. Evaluation Criteria

##### Technical Criteria

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

- A. Demonstrated experience creating animation or other communications tools to achieve social impact, either for international development programs or for a diverse audience (30%)
- B. Proposed approach to delivering the required Product, including examples of the creative content proposed to be deployed (60%)
- C. Demonstrated understanding of the subject matter and the purpose of the required Product (10%).

MDF may consider other factors in evaluating the quotes. 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 suitable offers. The resulting financial score will account for 20% of the total score.

#### 6. Contracting details

MDF (via Palladium) and the successful service provider will enter into a services agreement.