

Request for quotation (RFQ) – goods or services

RFQ Title:	RFQ-SL21-003 Sri Lanka Tourism Development Authority (SLTDA) research capacity building
RFQ Issue Date:	20/03/2021
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 Group SL (Pvt) Limited
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, 25 March 2021, 5:00pm Colombo time</u> .
Last date for Queries	Send queries to the Contact Person by email on or before <u>Friday, 26 March 2021, 5:00pm Colombo Time</u> . Indicate “RFQ-SL21-003 SLTDA research capacity building” in the subject line.
Closing Date and Time	04 April 2021, 5pm Colombo time
Contact Person	Mathi Thayanan: mathi.thayanan@thepalladiumgroup.com
Details for Submission	Email completed Response Form (click here to download) to the Contact Person on or before the Closing Date and Time. <u>Indicate “RFQ-SL21-003 SLTDA research capacity building” 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 on +947 6829 2451 or by e-mail: mathi.thayanan@thepalladiumgroup.com.

Yours sincerely,

Mathi Thayanan
Business Adviser, MDF Sri Lanka

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.

In Sri Lanka, MDF's focus is on diversifying tourism with new products and services and supporting authentic Sri Lankan products which promote the country.

2. Objective of the assignment

MDF is seeking to engage a service provider to support and build the capacity of the research team at the Sri Lanka Tourism Development Authority (SLTDA). Through this assignment, the SLTDA research team comprising three people should be able to identify, access and analyse sources of primary and secondary research and convert this research into regular insights for the industry and policy decisions making. This would support SLTDA in their aim of increasing sustainable and high value tourism to Sri Lanka by supporting the industry with required information and insights to make timely decisions in a post-COVID environment.

3. Scope of services

The successful service provider will have the following responsibilities:

- i. Assess the training needs of SLTDA research team. This will include reviewing reports produced by SLTDA research personnel for quality and content.
- ii. Based on the assessment, develop and implement a capacity building plan with specific activities for SLTDA research team to improve understanding and implementation of research. The plan should include:
 - o Weekly coaching sessions (up to 52), including coaching on generating monthly and quarterly insight reports to be shared with the industry.
 - o 4 workshops based on identified training needs. Potential topics can include converting data into insights, understanding consumer path to purchase, design/presentation for impact, consumer segmentation etc.
 - o Through these coaching sessions, the SLTDA research team should be able to analyse data, generate insights and create high quality reports independently by the end of the assignment.
- iii. Assist SLTDA in the identifying external data service providers, aid the team in procuring their services and data sets and train the team in interpreting the data to generate insights.
- iv. Support SLTDA research division to implement the initiatives identified in the '5-year Research Action Roadmap' – available on request to interested service providers.
- v. Assist SLTDA team in designing the methodology of exit survey study and support in outsourcing the survey. Provide guidance on the content and design of the reports generated from the exit survey data.

Required Outputs:

The service provider will be required to deliver the following outputs:

- i. Training needs assessment, capacity building plan and a project delivery schedule within the first two weeks of commencing the assignment.
- ii. Ten monthly insight reports and 3 quarterly insight reports prepared by SLTDA research team, in consultation with service provider.
- iii. Four capacity building workshops.
- iv. Exit survey methodology and guidance on reporting findings.
- v. Monthly report to MDF and SLTDA on coaching activities, containing:
 - o Number and dates of sessions conducted.
 - o Duration of coaching sessions and topics covered.
 - o Names of staff participating from SLTDA and service provider staff leading coaching.
 - o Recommendation to SLTDA research team and management.

4. Submission of Quotes

Service providers must complete the Response Form attached to this RFQ to submit a quote.

5. 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 experience working with destination marketing organisations (DMOs) in other countries developing research methodologies and practices (30%)
- B. Proposed approach to delivering the assignment, including knowledge of local context, recent examples in developing insights and reports working with tourism stakeholders and experience in building capacity (60%)
- C. Demonstrated understanding of the subject matter and expertise in data sourcing, analysis, reporting and dissemination (10%)

The technical score will account for 75% 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 25% of the total score.

6. 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 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.