

07 January 2026

Request for quotation (RFQ) – UK PACT Expert Deployment

RFQ title	Supporting Just Rural Transition in the Caatinga Region
RFQ issue date	07 January 2026
Terms of reference	The services to be delivered are detailed in the attached Schedule.
Project title	UK PACT - Supporting Just Rural Transition in the Caatinga Region
Close date and time	23 January 2026 (12:00 GMT)
Details for submission	Expertdeployments@ukpact.co.uk

Palladium as the delivery partner for the Foreign, Commonwealth and Development Office (FCDO) funded UK Partnering for Accelerate Climate Transitions (UK PACT) programme invites you to submit a quotation for the services detailed in this RFQ.

Please forward your quote in accordance with the Details for Submission above by the Close Date and Time. This RFQ includes the following materials:

Schedule 1 – Terms of Reference

Schedule 2 – Instructions for submission

Schedule 3 – Terms and Conditions

Annex I – RFQ Response Form

Annex II – Budget and Workplan Template

Annex III – Clarification Questions

We look forward to your response. If you have any questions, please do not hesitate to contact us at expertdeployments@ukpact.co.uk

Schedule 1 - Terms of Reference

1.1. Overview of requirements

Name of project	Supporting Just Rural Transition in the Caatinga Region
Country/region	Brazil
Proposed start date	25 February 2026
Proposed end date	30 September 2026

1.2 Context and scope of work

The *Caminho Verde* (or National Programme for the Recovery of Degraded Pastures – PNCPD), is led by Brazil's Ministry of Agriculture and Livestock (MAPA) and aims at boosting environmental recovery and productivity in the agricultural sector through the restoration of degraded areas and the promotion of sustainable practices. It is currently estimated that approximately 82 million hectares of land designated for agriculture and livestock are in some degree of degradation in Brazil. The *Caminho Verde* programme aims to restore 40 million hectares over 10 years, converting these areas into high-yield arable land with zero deforestation.

A significant portion of degraded land in Brazil is managed by family farming properties and 59.1% of the farmers are in the Caatinga region, a semi-arid biome in the Northeast of Brazil (IPEA, 2025). Family farmers represent almost 75% of rural establishments but occupy less than 25% of agricultural land (Agro Census, 2017), often lack access to credit, technical assistance, and infrastructure to restore degraded lands. Access to credit remains unequal, with bureaucratic barriers for family farming. These include high levels of individual farmer debt, knowledge gaps among bank operators, high interest rates (despite subsidies), lack of assets for guarantees, among others. Family farmers in the Caatinga region are more vulnerable than those in other parts of Brazil due to frequent droughts, desertification, soil erosion, lower rainfall, and lower literacy rates—42% of family farmers in the region are illiterate, nearly double the national average (Agro Census, 2017). Additionally, 57% of farm properties led by women are located in the Caatinga region (Agro Census, 2017). However, productivity remains historically low, with no significant growth in crop yields over the past 30 years (Climate Policy Initiative, 2023). Public policies have largely focused on other biomes, making this intervention especially relevant from an inclusion and equity perspective. There is demand from private banks for a sustainable financial model for land restoration by smallholder farmers in the Caatinga. Investments in land restoration in the Caatinga region need to become more attractive to public and private investors through innovative financial and productive models.

The UK Department for Environment, Food and Rural Affairs has been working with MAPA for more than 10 years to implement the *Rural Sustentável* programme. In February 2025, the FCDO started to engage with MAPA and the Ministry of Rural Development and Family Farming (MDAAF) to co-design the Just Rural Transition Support Programme (JRT) which aims to support the design and implementation of public policies and incentives (including subsidy reforms) that scale sustainable agriculture practices to benefit people, climate, and nature.

UK PACT aims to contribute to achieving Just Rural Transition (JRT) objectives by providing technical assistance to MAPA to develop a strategy to enable land restoration by small-scale and family farmers in the Caatinga (semi-arid) region through their *Caminho Verde* programme. The chosen supplier will propose solutions for barriers that family farmers in the Caatinga face to access credit for land restoration and will develop tailored financial and local productive models for land restoration in this

biome. Ultimately, this intervention aims to make land restoration more inclusive for family farmers and for other small-scale farmers in the Caatinga and supporting a just transition in Brazil.

In this context, MAPA and UK PACT seek to identify a specialised supplier offering a group of experts to provide targeted technical assistance and strategic coordination support. The objective is to strengthen MAPA's internal capacity and facilitate collaboration with key partners in the development of an inclusive strategy to integrate small-scale and family farmers into the *Caminho Verde* programme in the Caatinga region. This expert support is expected to enhance policy coherence, accelerate implementation, and ensure that the programme delivers tangible benefits to traditionally underserved rural communities.

This UK PACT intervention aims to do the following:

1. Support implementation of Brazil's *Caminho Verde* programme to restore 40 million hectares of degraded land.
2. Make the *Caminho Verde* Programme more inclusive and tailored for small-scale and family farmers in the Caatinga region.
3. Support Brazil in meeting its Nationally Determined Contribution (NDC) targets.

Overall activities include:

- Working with MAPA and other partners (such as MDAAF, state governments, and public and private financial institutions) to develop a specific financial model for land restoration in Caatinga region;
- Mapping existing (and proposing new) models for grants, credit lines, subsidies, and technical assistance aimed at land restoration, with a focus on family farmers in the Caatinga;
- Identifying existing barriers that hinder family farmers' access to finance for land restoration and propose solutions (e.g., banks working directly with cooperatives, new models for calculating Return on Investments, etc.);
- Assessing family farmers' level of inclusion in the *Caminho Verde* Programme and develop specific recommendations to improve their level of inclusion in the Caatinga Region.
- Find synergies and collaborate with other initiatives mobilizing finance for land restoration.

The outputs/deliverables to be developed to achieve the expected outcomes are as follows:

1. An Implementation Plan for the Financing and Inclusion Strategies to ensure restoration within the Caatinga biome;
2. A model developed for local productive arrangements between medium and small producers;
3. Policy recommendations on Caatinga restoration and its relationship to national and international policies;
4. A case-study to reflect upon restoration in the Caatinga detailing its challenges and opportunities.

As part of the project reporting, suppliers will align with the International Climate Finance indicators such as those set out below. This will be confirmed during project mobilisation with the selected supplier.

- Intermediate outcomes:
 - New or enhanced climate policies, plans and practices
 - Cases of organisational or institutional change in capacities where there is a demonstrable contribution from UK PACT
- Impacts and Outcomes
 - GHG emissions avoided or reduced once program is implemented
 - Hectares under sustainable management practices

1.3 Outputs and timelines

The outputs and associated milestones along with the anticipated timeline are detailed in the table below.

Output #1	Milestones	Delivery Date	Acceptance criteria/sign-off
<p>O1: Develop an Implementation Plan for the Finance and Inclusion Strategies for the <i>Caminho Verde</i> Programme to ensure land restoration within the Caatinga biome.</p> <p>This plan details the strategic actions, timelines, responsible stakeholders, and resource requirements necessary to activate financing instruments while ensuring equitable access and participation of marginalized groups, including smallholders, traditional communities, and local entrepreneurs. It should include: clear objectives and milestones; mechanisms for stakeholder engagement and capacity building; monitoring and evaluation frameworks; and risk mitigation strategies.</p>	<p>1. Conduct Technical and Social Diagnosis of Restoration Potential:</p> <ul style="list-style-type: none"> i. Assess ecological conditions and restoration opportunities in the Caatinga biome, including land degradation profiles, climate vulnerabilities, and socio-economic characteristics of target communities—especially family farmers. ii. Assess the feasibility of restoration techniques and their alignment with local capacities and cultural practices. 	Month 2	Report on technical and social diagnosis received and reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>2. Map Existing Financial Instruments and Identify Gaps</p> <p>Review current financial mechanisms for land restoration (e.g., grants, credit lines, subsidies, technical assistance). Identify barriers to access and effectiveness, particularly for small-scale producers, and propose enhancements or new models tailored to the Caatinga region</p>	Month 2	Report/Presentation on the map of financial instruments and gaps reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>3. Analyze Stakeholder Landscape and Institutional Influence</p> <p>Identify and assess key stakeholders involved in restoration financing and implementation, including MAPA, MDAAF, state governments, financial institutions, cooperatives, civil society, and private sector actors. Map their roles, interests, and potential contributions to a coordinated strategy.</p>	Month 2	Report/Presentation on Stakeholder Landscape and Institutional Influence reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>4. Develop Inclusion Strategy for Family Farmers</p> <ul style="list-style-type: none"> i. Identify key challenges and opportunities in accessing financing and restoration initiatives, conducting questionnaires, roundtables, and structured dialogues with farmers, cooperatives, and local institutions. ii. Use participatory and socially inclusive approaches that empower underrepresented groups to contribute actively to decision-making processes, fostering ownership and buy-in. Designing inclusive financial models (e.g., cooperative-based credit, simplified ROI frameworks, targeted technical assistance) 	Month 3	Report/Presentation with the inclusion strategy reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team

	<p>5. Carry out an in-person workshop to validate the strategy, gathering diverse perspectives, and addressing challenges raised by stakeholders.</p> <p>Include comments and revisions to prepare the final plan for submission.</p>	Month 3	Final plan submitted with incorporation of revision from the workshop reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>6. Capacity building focusing on Train-the-Trainers methodology, targeting regional representations of MAPA (superintendências) and EMATERs at the state-level:</p> <ul style="list-style-type: none"> i. Training on financial modelling for land restoration specific to the Caatinga in Brasilia; ii. Training on social and gender inclusion in access to credit for sustainable agriculture; iii. Training on how to work with regional banks, cooperatives and financial operators in the Caatinga for credit provision; iv. Training on market access for beneficiaries of land restoration: Information and support for product commercialization, including sales channels, sanitary requirements, and opportunities for value addition. <p>Suppliers should plan for two in-person trainings with Caatinga stakeholders as well as two trainings in Brasilia for public servants (each training is estimated to have up to 30 people in attendance).</p>	Months, 3, 5, 6, 7	Plan to carry out capacity building (content and later report on it) submitted with incorporation of revision from the workshop reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
Output #2	Milestones	Delivery Date	Acceptance criteria/sign-off
O2: Develop a model for local productive arrangements between medium and small producers.	<p>1. Diagnostic of Existing Productive Arrangements</p> <p>Conduct field assessments and desk research to analyse current productive arrangements, partnerships, and value chains, with particular attention to social inclusion and to identifying groups who currently lack access or participation. Identify successful practices, bottlenecks, and gaps in producer capacity, collaboration, market access, and resource sharing.</p>	Month 3	Report on diagnostic of existing productive arrangement reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>2. Governance Structure Design</p> <p>Define governance models that support transparent, equitable, and accountable collaboration between medium and small producers. Include decision-making mechanisms, representation of vulnerable groups, meaningful social engagement and conflict resolution processes.</p>	Month 3	Report on governance structure design reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team

	<p>3. Technical Assistance and Capacity Building Framework Map existing technical assistance providers and training programs. Identify key gaps and design a capacity building framework for sustainable capacity building, knowledge exchange, and technology transfer tailored to the needs of small producers, especially women farmers, and cooperatives.</p>	Month 3	Report on technical assistance and capacity building framework reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>4. Financial and Logistical Strategy Development Analyze financial flows, access to credit, and logistical challenges. Propose strategies for joint investment, shared infrastructure, and socially inclusive financing models that support both medium and small actors.</p>	Month 3	Report on financial and logistical strategy development reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>5. Environmental and Social Safeguards Integration Identify environmental risks and social vulnerabilities, and potential negative impacts of the project on marginalized groups, ensuring that the assessment informs the project's strategies and design. Develop safeguards to ensure that productive arrangements promote sustainable land use, biodiversity protection, and social inclusion—especially for women, youth, and traditional communities.</p>	Month 3	Report on integration safeguards reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
Output #3	Milestones	Delivery Date	Acceptance criteria/sign-off
O3: Develop policy recommendations on Caatinga restoration and its relationship to national and international policies.	<p>1. Identify key stakeholders for interviews on the many perspectives to address convergence points</p>	Month 1	Meeting Minutes reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>2. Carry out targeted meeting with strategic stakeholders Register and systematized various interactions through the project to capture in a concise and strategic way in final report</p>	Month 3	Report on stakeholders mapping reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	<p>3. Carry out a workshop with various stakeholders to address Caminho Verde considering various biomes, financial inclusive methodologies, and synergies between agriculture private sector</p>	Month 4	Agenda and findings from workshop reviewed by the counterpart, Embassy, and reviewed/approved

	This is envisioned to take place in Brasilia with up to 30 attendees.		by UK PACT Brazil Team
	4. Capture lessons from Caatinga restoration to inform national and international climate dialogues	Month 4	Report on stakeholders mapping reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	5. Map how Caatinga restoration contributes to Brazil's Agriculture, Forestry and Other Land Use (AFOLU) sector targets under the NDC and other relevant sectoral policies.	Month 5	Report on Caatinga's contribution reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team
	6. Provide ongoing technical inputs to MAPA and MDAAF on integrating restoration into national climate policy instruments (e.g., ABC+ Plan, RenovAgro, RENOVA-BIO). 6. and other relevant sectoral policies.	Month 5	Satisfactory technical inputs provided on an ongoing basis
Output #4	Milestones	Delivery Date	Acceptance criteria/sign-off
O4: Develop a case-study to reflect upon Caatinga restoration	<p>1. Develop a case study concept note and a first draft of the case study for review by Palladium Fund and MEL team and FCDO (Ensure to integrate programmatic UK PACT and ICF indicators). Integrate GEDSI-related, gender-disaggregated indicators to track social inclusion and participation of marginalized groups alongside environmental and programmatic outcomes. The case-study should include a short summary that explains what has been accomplished and learned, including any general lessons for other governments and countries in the region. The supplier and UK PACT will make this learning summary publicly available.</p> <p>2. Submit case study draft for final review</p> <p>3. Final case study according to UK PACT standard template</p> <p>4. Translate the case study to Portuguese</p> <p>5. Develop a communication strategy for later dissemination</p>	Month 6	Final case study submission reviewed by the counterpart, Embassy, and reviewed/approved by UK PACT Brazil Team

1.4 Required expert qualifications and experience

This RfQ is seeking one lead organisation that can deliver on all the activity streams mentioned above. Consortiums are welcome to apply, however please note the responsibility of the consortium will lie with

the lead partner who will be primary point of contact and bear all responsibilities until the project end date, contracting, due diligence, coordination, delivery and reporting.

The supplier should propose a team of technical experts and project management support with the necessary expertise and experience to deliver on all the outputs detailed above. The proposed team should be outlined in proposals along with CVs (max two-pages per CV) and is expected to include a **Team Leader/Project Director** – who takes overall accountability for delivery of this project. They must have a proven track record of overseeing projects of similar complexity in the nature sector.

The team should also have sufficient **programme management** resources to cover work-planning, reporting, monitoring evaluation and learning, financial management, risk management and logistics.

Experts may carry out much of the work remotely, but travel will be required for designated strategic meetings and field work.

Suppliers are welcome to propose various management structures, but the proposed team should cover at minimum the following expertise:

- **Sustainable Agriculture and Restoration Expertise:** Specialists with proven experience designing and implementing sustainable agriculture and ecological restoration strategies in semi-arid biomes, preferably the Caatinga or comparable ecosystems.
- **Inclusive and Sustainable Finance:** Financial expertise in developing inclusive financing mechanisms and local productive arrangements, including blended finance, guarantees, and other innovative tools that respond to the realities of small-scale producers.
- **Policy and Institutional Knowledge:** Strong understanding of Brazilian public policy frameworks, institutional dynamics, and governance processes relevant to land restoration, sustainable agriculture, and climate action.
- **Policy and Financial Systems Analysis:** Demonstrated capacity to analyse public policies and financial instruments—including credit lines, subsidies, and technical assistance programs—supporting family farming, productive value chains, and land restoration.
- **Stakeholder Engagement and Coordination:** Proven ability to engage and coordinate with government entities, financial institutions, cooperatives, and development partners to collaboratively design and implement inclusive strategies.
- **Participatory Methods and Facilitation:** Expertise in participatory and inclusive approaches, enabling meaningful engagement of family farmers, traditional communities, and other underrepresented groups, and integrating local knowledge into project outputs.
- **Consultation and Knowledge Translation:** Ability to lead multisectoral consultations and distil complex financial and policy analyses into clear, practical recommendations for policymakers and practitioners.
- **Strategic Planning and Reporting:** Experience preparing implementation plans and high-quality technical reports aligned with national policies and relevant international frameworks (e.g., UNFCCC, UNCCD, CBD).
- **Language Proficiency:** Professional fluency in Brazilian Portuguese and English for effective implementation, stakeholder engagement, and reporting.

1.5 Reporting

Alongside the project specific reporting outlined in the output section and below, the supplier will also be required to align with the UK PACT monitoring and reporting governance framework which includes:

- Monthly progress reporting on outputs and deliverables, which may include meetings to coordinate as needed;
- In line with the programme's GEDSI strategy, all chosen suppliers are expected to complete a GEDSI training and develop a GEDSI Action Plan with the support of the Fund's GEDSI expert. Progress reports should include updates on progress towards the GEDSI Action Plan;
- A full project completion report, summarising project achievements, any lessons learned through delivery, and any recommendations for future action;
- Project closure presentation, outlining project deliverables/outputs and feedback incorporation;
- Weekly/Bi-weekly meetings as needed for alignment.

To report against standard UK PACT indicators, the supplier will also need to collect, and report disaggregated data on the organisations and individuals participating in workshops and trainings. Disaggregation should cover gender as a minimum and include age and disability where feasible.

1.6 Budget and contracting

The maximum budget is GBP 250,000. which must include personnel and expenses and be inclusive of all applicable local taxes. Bidders should clearly state tax-exclusive, tax component, and tax-inclusive totals in GBP. The supplier must provide a breakdown of budgeted personnel and expenses using Annex II.

The budget must include personnel and expenses and be inclusive of all applicable local taxes. Expenses should cover site-visit and trainings/workshops costs to include any associated logistics, venue, any interpretation & translation services, and the travel & accommodations of the delivery team. Please note that the selected supplier will be responsible for arranging and organising the travel and accommodation, venues and packages for all site visits and any stakeholder engagement sessions. Managing these logistical aspects is a component of the service expected. It is anticipated that the experts from the chosen supplier would need to travel at least one to the north-east for a field visit as part of the consultation process, and at least once to Brasilia to work with MAPA and other stakeholders.

The successful supplier having passed the requisite due diligence checks will enter into a subcontractor agreement with Palladium for the delivery of these services on a time and materials basis. The agreement will include a milestone payment structure, the exact details of which will be agreed between both parties during contract mobilisation.

The supplier will submit a monthly invoice, forecast and progress update.



Schedule 2 – Instructions for submission

2.1 Eligibility

What type of organisations can apply?

We invite applications from organisations with relevant experience in delivering technical assistance and capacity-building projects in relevant sectors. This includes the private sector, think tanks, consultancies, academic institutions, community organisations, NGOs, professional associations, and other similar entities with the expertise required to implement eligible projects.

Government agencies, government departments, staff and state-owned enterprises are not eligible to receive UK PACT funding, either as lead applicants or consortium partners.

What types of costs are eligible?

Eligible costs may include:

- Consultancy and/or staff time required to deliver project activities;
- Reasonable travel and subsistence expenses;
- Direct activity-related costs such as workshops, seminars, report production, translation, and similar outputs.

Ineligible costs include infrastructure, hardware, or the purchase of tangible assets.

This project will be managed under a subcontract, not a grant agreement. As a result, overheads cannot be charged as a separate cost line. All overheads and profit must be built into the daily rates provided in your budget.

2.2 Submission process

Timeline

Stage	Date
1. Terms of Reference (ToR) and application process launched	07 January 2026
2. Date for confirmation of intention to bid	15 January 2026
3. Deadline for receipt of clarification questions	15 January 2026
4. Deadline for submission of applications	23 January 2026
5. Applicants notified of project selection	06 February 2026
6. Due diligence complete	20 February 2026
7. Agreement signature	25 February 2026

Applicant guidance

Interested suppliers should complete and submit the below documents to expertdeployments@ukpact.co.uk with the subject line: **RFQ Submission – [Supplier name]**

Supporting Just Rural Transition in the Caatinga Region

- **RFQ Response form**
- **Budget and Workplan Template**

- **CVs of key experts or personnel** (max two pages per CV)

Please note the following key dates:

- **Expression of Interest:** Please email us by 15 January 2026 (12:00 GMT) to express your (non-binding) interest in submitting a quotation and receiving tender updates by emailing expertdeployments@ukpact.co.uk
- **Deadline for Queries:** 15 January 2026 (12:00 GMT) - Clarification questions must be sent using the template provided in Annex III
- **Submission Deadline:** 23 January 2026 (12:00 GMT)

2.2 Evaluation criteria

Criteria	Category	Weighting
Technical	Approach and methodology	30%
	Personnel	50%
Commercial	Competitiveness of the supplier's cost	20%
Total		100%

2.2.1 Technical evaluation

The technical criteria will be evaluated by the procurement panel using the scale detailed below:

Score	Description
5 (Excellent)	Demonstrates an expert understanding of the project and proposes excellent and accurate solutions which address all requirements, and which are innovative where appropriate. Responses are excellently tailored to the context in all aspects. The level of detail and quality of information provides the highest degree of confidence in the ability to deliver.
4 (Very Good)	Demonstrates a very good understanding of the topic relating to delivery of the project. Responses are relevantly tailored to the context in the majority of aspects. There is sufficient detail and quality of information to give a strong level of confidence that they will deliver.
3 (Good)	Demonstrates a good understanding of the topic relating to the delivery of the project. Responses are reasonably tailored to the context for many of the aspects. There is a good level of detail and quality to give a good level of confidence that they will deliver.
2 (Satisfactory)	Demonstrates a satisfactory understanding of the topic relating to delivery of the project. Some appetite to tailor to context where required. Provides a limited level of detail and the quality of information provided gives only some level of confidence that they will be able to deliver satisfactorily.
1 (Unsatisfactory)	Demonstrates a poor understanding of the topic relating to delivery of the project. Poor tailoring to the context where this is required. Generally, an unsatisfactory and a low level of quality information and detail, leading to a low level of confidence that they will deliver.

0 (Fail)	Failure to address the material requirements of the project. No tailoring of responses to meet the context. No quality responses providing no confidence that they will deliver.
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2.2.2 Commercial evaluation

The commercial evaluation will be conducted using the total cost quoted in the Annex II - Budget and Workplan (Cell V24 of the “Budget Summary” sheet).

Supplier scores will be calculated relative to the lowest price supplier using the formula below:

$$((\text{Cost of lowest price supplier} / \text{cost of supplier}) * \text{price weighting 20\%})$$

Where required, a Best and Final Offer process may be used to differentiate between suppliers of equal scoring.

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 GBP.
- 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 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 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 arise 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.

If your quote is successful, you will be required to enter into the Company's standard contract for the types of services being provided. In the provision of the 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 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.