



12 September 2025

**Request for quotation (RFQ) – UK PACT Expert Deployment**

<b>RFQ title</b>	Work Package 4.1: ASEAN Low-Carbon Urban Transport Action Plan Phase I
<b>RFQ issue date</b>	12 September 2025
<b>Project title</b>	Work Package 4.1: ASEAN Low-Carbon Urban Transport Action Plan Phase I
<b>Close date and time</b>	03 October 2025 (12:00 BST)
<b>Details for submission</b>	<a href="mailto:Expertdeployments@ukpact.co.uk">Expertdeployments@ukpact.co.uk</a>

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

We look forward to your response. If you have any questions, please do not hesitate to [expertdeployments@ukpact.co.uk](mailto:expertdeployments@ukpact.co.uk)

## Schedule 1 - Terms of Reference

### 1.1. Overview of requirements

Name of project	Work Package 4.1: ASEAN Low-Carbon Urban Transport Action Plan Phase I
Country/region	Indonesia
Proposed start date	03/11/2025
Proposed end date	31/03/2026

### 1.2 Context and scope of work

#### Background and Context

##### ASEAN-UK Green Transition Fund (GTF) background

- The ASEAN-UK Green Transition Fund (GTF) aims to accelerate ASEAN's transition to a clean and climate-resilient economy by reducing emissions in key sectors, supporting green economic growth and improving the livelihoods of vulnerable people. It will provide technical assistance throughout the region, targeting all ten ASEAN Member States (AMS) and Timor-Leste. The GTF works with ASEAN institutions, such as the ASEAN Secretariat, ASEAN Centres and Facilities, and various ASEAN Entities and Sectoral Bodies.
- The GTF is a key tool to enhance collaboration between the ASEAN Secretariat, ASEAN Member States, and the UK on climate action. It supports impactful projects through capacity-building, knowledge-sharing, and peer-to-peer learning. It also pilots transformational technologies and facilitates evidence-based climate mitigation actions. Climate adaptation co-benefits will also be delivered.
- The ASEAN-UK GTF spans across five pillars:
  - I. Strengthening Climate Policy and Institutional Capacity (Climate Policy)
  - II. Greening Finance to Strategic Mitigation Action (Green Finance)
  - III. Accelerating Clean and Just Energy Transition Measures (Clean and Just Energy Transition)
  - IV. Advancing Sustainable Cities and Transportation (Cities and Transportation)**
  - V. Enhancing Nature-based Solutions for Climate Mitigation (Nature-based Solutions)
- This Expert Deployment focuses on specific interventions planned under Pillar IV Advancing Sustainable Cities and Transportation.

##### Pillar IV Advancing Sustainable Cities and Transportation

- The ASEAN region has undergone a period of rapid development and urbanisation causing challenges for cities and transport around sustainable growth, GHG (Greenhouse Gases) emissions and equity. Transport is the 3rd biggest contributor of GHG emissions in ASEAN and metropolitan and secondary city urbanisation continues at pace.
- In response, the ASEAN has set out a clear vision for low carbon transport and city development, with transport identified as a key sector in the ASEAN State of Climate Change Report 2050 (2021) and a vision set forward in the ASEAN Regional Strategy on Sustainable Land Transport for *"a transport system that is equitable, efficient, safe and clean, which is in line with global sustainable development and climate change objectives, and provides access to opportunities as well as fosters regional inclusive growth and development"*.

- In the transport sector itself, a number of initiatives have been taken into action, including the activities under the ASEAN Leaders' declaration on EV Ecosystem, development of ASEAN Guidelines on Urban Freight Transport, ASEAN Guidelines on Light Electric Vehicle, and also the development of ASEAN Fuel Economy Roadmap for the Transport Sector 2018-2025: with focus on light-duty vehicles and its implementation report.
- However, despite a growing number of activities and initiatives at the ASEAN regional, country and city levels, much work is still needed to accelerate the reduction of GHGs from the transport sector in a more holistic and end-to-end way to make real change.
- Through this pillar, the ASEAN-UK GTF aims to address several critical gaps in ASEAN's sustainable cities and transport transition. These include: a fragmented and project-driven approach in decarbonisation efforts in ASEAN; lack of prioritisation in GHG emission reduction; gaps in planning and infrastructure amid growing population pressures; slow policy adaptation & weak enforcement; challenges in financing; insufficient prioritisation of equitable transition; lack of awareness, institutional capacity, and knowledge-sharing mechanisms; and insufficient support for driving innovation. Please refer to the Annexe of this TOR to learn more about the detailed ASEAN Strategic documents to review.

## Work Packages for Pillar IV Sustainable Cities and Transport

- Extensive consultation and discussions have been conducted with ASEAN Secretariat (ASEC) Transport Division to help refine and develop priority work packages under Pillar IV that deliver the desired impact and outcomes.
- Two key work packages were identified
  - Work Package 4.1: ASEAN Low-Carbon Urban Transport Action Plan (**subject of this Expert Deployment TOR**)
  - Work Package 4.2: ASEAN Smart Mobility and Innovation Roadmap to Support the Green Transition

## **Problem Statement**

- The aim of Work Package 4.1 is to provide a comprehensive, evidence-based action plan for ASEAN cities to accelerate their transition to low-carbon, sustainable urban transport and reduce emissions. As set out above, ASEAN cities face several critical and interlinked challenges in delivering sustainable cities and transport. WP4.1 is highly aligned with addressing these problems. GHG emissions narrative and actions are currently not at the forefront of many activities and plans for transport, and piecemeal measures and project-led thinking are often prioritised over comprehensive outcome-led measures and behaviour change required to support the transition to reduced emissions and modal shift to sustainable modes. It seeks to address systemic challenges in ASEAN Member States' cities around the dominance of private cars and 2-wheelers, which compound issues around emissions but also safety, equity, health, air quality, accessibility and climate resilience.

## **Outcomes**

- Focused on emissions mitigation and accelerating the green transition, the plan will guide all AMS cities in adopting policies, plans, investment strategies, and best practices to reduce transport-related carbon footprints. It will also include pilot initiatives that showcase innovative approaches, demonstrating scalable and practical solutions for sustainable urban mobility across the region. It will support ASEAN Member States in accelerating modal shift to public transport, walking and cycling in the decarbonisation of transport in cities across the region and deliver wider outcomes for communities and the environment, including emissions reduction, equity, accessibility, resilience, safety and travel behaviour change.

- This Work Package contributes directly to the ASEAN-UK Green Transition Fund (GTF) Theory of Change by generating actionable knowledge, technical frameworks, and capacity that support the adoption of low-carbon urban transport models across ASEAN. Specifically, WP 4.1 Phase 1 will deliver an evidence-informed regional action plan, best practice guidance, and stakeholder engagement that align with three of GTF's output areas: (1) technical capacity strengthened, (2) innovative models developed, and (3) knowledge and learning exchanged. By equipping ASEAN Member State cities with climate-aligned urban transport strategies and enabling peer-to-peer learning, this project will support the uptake of evidence-informed models and improve collaboration across AMS cities. In the long term, this is expected to contribute to the outcome-level goals of accelerating emissions reductions in the transport sector and building more inclusive, climate-resilient urban systems.

## 1.3 Outputs and timelines

### Activities

WP4.1 centres on preparing a comprehensive and implementable action plan for ASEAN cities to accelerate their transition to low-carbon, sustainable urban transport and reduce emissions. It should develop a draft of holistic framework and action plan outlining priority areas for reducing transport-related emissions with climate-aligned urban transport policies and interventions that can inspire, guide and be relevant for all AMS. It would also identify priority projects for further development as feasibility studies and piloting to act as showcases in example ASEAN cities. Stakeholder engagement, knowledge transfer, and capacity-building activities will be crucial to all elements of the work. Due to funding windows, the work package has been broken into two distinct phases, and this ToR focuses on phase 1, which is set out in detail below.

### Key tasks and activities:

#### 4.1.1 Develop an evidence base, gap analysis and best practice review

- Review key ASEAN strategies, strategic reports and stakeholder engagement outcomes from the sustainable transport sector, including those listed above and in the Annexe.
- Prepare an inclusive stakeholder engagement plan in conjunction with the ASEC Transport Division for region-wide engagement activities
- Compile available data and an evidence base on emissions and the green transition (including projection of emission if possible) in ASEAN cities
- Conduct a gap analysis of existing regional and city-level sustainable low carbon and inclusive transport initiatives to identify gaps and opportunities particularly in secondary cities where investment in sustainable and inclusive transport remains insufficient.
- Identify and document best practices from ASEAN Member States and UK on low-carbon and inclusive transport pathways, including policies and interventions
- Intersectionality analysis of sustainable and inclusive transport sector policies, strategies, regulations, and interventions. Analysing whether they are inclusive and have considered and addressed the needs, barriers, and concerns of marginalised groups (especially women, people with disabilities, indigenous people, the elderly, children, and youth).
- Leverage opportunities to share international best practices and UK learnings including through a region-wide inclusive technical workshops. Minimum of two workshops, each workshop will be at least 2 days with 35 participants located in main ASEAN cities, such as

Bangkok, Kuala Lumpur, Jakarta, Manila, etc. Capacity building and knowledge transfer materials/modules should integrate GEDSI aspects.

## 4.1.2 Develop an ASEAN Low-Carbon Urban Transport Action Plan

- Develop a holistic framework and overarching inclusive action plan for the ASEAN region that will outline priority areas of focus for urban transport policies and interventions as a guidebook for ASEAN cities to accelerate their green transition and reduce emissions.
- Develop a GEDSI Action Plan for the development of holistic framework and overarching action plan.
- Ensure the plan is outcome led with a key focus on better equipping ASEAN Member States cities for emissions reductions and the green strategies.
- Use the gap analysis, best practice review and stakeholder engagement from task 4.1.1 to ensure that the action plan is evidence-based, guiding ASEAN Member States cities in planning and implementing low-carbon urban transport strategies
- Agree key principles and strategies to provide a core framework for ASEAN Member States' cities to mainstream GEDSI and accelerate the green transition and the decarbonisation of transport in the region, which could include (but not limited to) example themes around:
  - Sustainable and inclusive public land transport
  - Activity mobility including first/last mile connectivity,
  - Low emissions vehicles and other emission reduction initiatives (e.g. Ultra Low Emission Zones, etc.)
  - Measures to reduce private vehicle use / encourage model shift,
  - Cross-agency working
  - Capacity and institutional development and
  - Citizen participation
- Provide policy and regulatory recommendations and best practices to support sustainable mobility, emissions reduction, and climate-aligned transport policies.
- Proactively engage ASEAN (e.g. attending relevant working groups as steered by ASEAN Secretariat, conducting workshops, etc) to get a deeper understanding of ASEAN Member States' vision
- Minimum of two workshops/meetings, each workshop/meeting will be at least 2 days with 35 participants located in main ASEAN cities where the ASEAN meeting conducted. Capacity building and knowledge transfer materials/modules should integrate GEDSI aspects.

### Timeline

- Work Package 4.1: ASEAN Low-Carbon Urban Transport Action Plan Phase 1 is estimated to start in October 2025 and end in March 2026

### Key Stakeholders

- ASEAN cooperation for transport was established through the leadership of the ASEAN Transport Ministers Meeting (ATM) and its ASEAN Senior Transport Officials Meeting (STOM), together with its thematic working groups for which the ASEAN Land Transport Working Group (LTWG).
- For this work package the key stakeholder will be the ASEAN Secretariat (ASEC) Transport Division. ASEC provides institutional support to all ASEAN bodies and its transport division provides technical and administrative support to the ASEAN Transport Ministers (ATM) and

STOM on delivering transport initiatives. Feedback from Transport Division will be important during implementation.

- Stakeholder engagement will be led and coordinated at a regional level with the ASEC Transport Division. A detailed stakeholder engagement will be developed by the Expert Deployment to engage a wider pool of city and transport policy makers and stakeholders across the ASEAN Member States cities for region-wide technical workshops and consultation.

## Outputs

Output	Description	Deliverable due
Inception Report	Set out and agree on the detailed work plan, engagement plan and activities, ToC and MEL plan, and GEDSI action plan	Month 1 (end of November 2025)
4.1.1 Evidence-based, gap analysis and best practice review report	Share findings from the evidence base, gap analysis and best practice review, including progress towards the GEDSI Action Plan and capacity building activities	Month 2 (Dec 2025)
4.1.2 (Draft) ASEAN Low-Carbon Urban Transport Action Plan	<p>Submit the (Draft) ASEAN Low-Carbon Urban Transport Action Plan, a report/guidebook showcasing the holistic framework and inclusive action plan for the ASEAN region that will outline priority areas of focus for urban transport policies and interventions as a guidebook for ASEAN cities to accelerate their green transition and reducing emissions. It would also identify priority projects for further development as feasibility studies and piloting to act as showcases in example ASEAN cities.</p> <p>Knowledge repositories to store all information produced from engagement, knowledge transfer, and capacity-building activities, including GEDSI capacity building training to</p>	<p>Draft - Month 4 (Feb 2026)</p> <p>Final - Month 5 (Mar 2026)</p>

	mainstream GEDSI into policies and projects	
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## 1.4 Required expert qualifications and experience

A team of technical experts and project management support, which can be think tanks, consultancies (private sector firms), academic institutions, NGOs, professional associations or similar organisations that have the knowledge, skills and experience to deliver Technical Assistance projects relating to sustainable cities and transport. We expect the team to have proven professional experience working with ASEAN and/or prior experience in delivering similar technical assistance in the priority sector.

It is estimated that 6-7 personnel will be required to deliver the scope of work, from heavy technical details, project management, to event management and logistics. List of expertise is listed (but not limited to) below:

- **Urban Transport Team Lead** who will steer the assignment and bring deep expertise in urban transport;
- **Urban Transport technical experts** who will work on the technical studies and develop policy recommendations;
- **Capacity Building and Learning Design Lead** who will be in charge of designing workshop, knowledge transfer and capacity building activities ;
- **GEDSI Adviser** who will ensure inclusive facilitation and safeguarding to include active participation and access of women and other disadvantaged groups;
- **MEL Specialist** who will craft the project Theory of Change, MEL plan and results framework, prepare final MEL report and template;
- **Project manager and assistants** to tailor all project activities and reporting, manage ASEAN project formalisation and potential collaboration within ASEAN-UK GTF and UK PACT programme, as well as support with travel, accommodations and logistics.

## 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 ASEAN-UK GTF programme monitoring and reporting governance framework, which includes:

- Monthly progress reporting on outputs, including interim reports.
- A full project completion report, summarising project achievements, any lessons learned through delivery, including progress and learnings on GEDSI, and any recommendations for future action.

In line with the UK PACT's GEDSI strategy, all projects 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.

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 training. Disaggregation should cover gender as a minimum and include age, disability, geography, and other social characteristics where feasible. As applicable, the supplier may also be asked to accomplish indicator-specific baseline and reporting tools such as for assessing institutional capacity.

## 1.6 Budget and contracting

The maximum budget is GBP 300,000 which must include personnel and expenses and be inclusive of all applicable local taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred. Where applicable, UK VAT may be charged by the supplier in addition to the Total Agreement Sum.

The supplier must provide a breakdown of budgeted personnel and expenses using Annex II.

Expenses should cover workshop and conference logistics, venue, any interpretation & translation services, travel & accommodations of delivery team, as well as participants.

Please note that the selected supplier will also be responsible for arranging and organising the travel and accommodation, venues and packages for all workshops and stakeholder engagement sessions. Managing these logistical aspects is a component of the service expected.

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 with 30% of personnel fees withheld against agreed deliverables. The exact milestone structure 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 Submission process

#### *Timeline*

Stage	Date
1. Terms of Reference (ToR) and application process launched	12/09/2025
2. Date for confirmation of intention to bid	23/09/2025
3. Deadline for receipt of clarification questions	23/09/2025
4. Deadline for submission of applications	03/10/2025
5. Applicants notified of project selection	10/10/2025
6. Due diligence complete	31/10/2025
7. Agreement signature	03/11/2025

#### *Applicant guidance*

Interested suppliers should complete and submit the below documents to [expertdeployments@ukpact.co.uk](mailto:expertdeployments@ukpact.co.uk) with the subject line: **RFQ Submission – [Supplier name] ASEAN Low Carbon Urban Transport**

- **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:** 23/09/2025 (12:00 BST) – express your (non-binding) interest in bidding and receiving tender updates by emailing [expertdeployments@ukpact.co.uk](mailto:expertdeployments@ukpact.co.uk)
- **Deadline for Queries:** 23/09/2025 (12:00 BST)
- **Submission Deadline:** 03/10/2025 (12:00 BST)

### 2.2 Evaluation criteria

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

#### *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.

### 2.2.2 Commercial evaluation

The commercial evaluation will be conducted using the total cost quoted in the Schedule III - Budget and Workplan (Cell V15 of “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 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.

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.