

15/11/2024

Request for quotation (RFQ) – UK PACT Expert Deployment

| | |
|-------------------------------|--|
| RFQ title | Demand scoping and training for the ASEAN Common Carbon Framework |
| RFQ issue date | 15/11/2024 |
| Project title | Demand scoping and training for the ASEAN Common Carbon Framework |
| Close date and time | 04/12/2024 14:00 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

We look forward to your response.

Schedule 1 - Terms of Reference

1.1. Overview of requirements

| | |
|---------------------|---|
| Name of project | Demand scoping and training for the ASEAN Common Carbon Framework |
| Country/region | ASEAN Business Advisory Committee; ASEAN Environmental Division |
| Proposed start date | 06/01/2025 |
| Proposed end date | 31/03/2025 |

1.2 Context and scope of work

Background

Market-based instruments offer a viable option to help achieve climate goals and advance tangible climate action. As stated in the 2024 World Bank report *'State and Trends of Carbon Pricing'*, almost a quarter of global greenhouse gas emissions (GHG) are now covered by instruments such as carbon tax, carbon markets and Emissions Trading Systems (ETS). The report also highlights that revenues from carbon pricing have reached about \$104 billion USD, emphasising the potential benefits for Southeast Asia in adopting a similar system.

As Malaysia prepares to chair ASEAN in 2025, it plans to establish an ASEAN Common Carbon Framework (ACCF). This initiative also aligns with Malaysia's commitment to achieving the ASEAN Strategy for Carbon Neutrality, which was endorsed by all ASEAN Member States in 2023. The creation of a regional carbon market through the ACCF will play a key role in accelerating climate action across Southeast Asia, providing a stronger foundation for the region's carbon pricing policies. This regional carbon market will aim to:

- Unlock technical potential for ASEAN-specific carbon project opportunities;
- Reduce implementation costs;
- Provide alternative carbon standards in addition to existing independent standards, and;
- Increase liquidity through interoperability among ASEAN carbon markets.

In parallel, Carbon Market Associations in the region are planning to sign a Memorandum of Cooperation regarding the ACCF (<https://www.qcintel.com/carbon/article/asean-carbon-associations-to-cooperate-on-standards-30412.html>)

Carbon pricing is a central focus of the ASEAN UK Green Transition Fund (GTF). This fund supports ASEAN Member States (AMS) in advancing their climate goals through its pillars of Climate Policy (I), Green Finance (II), Energy Transition (III), Sustainable Cities and Transportation (IV), and Nature-Based Solutions for Climate Mitigation (V). Recognising carbon pricing as a priority, AMS have endorsed it within the ASEAN Strategy for Carbon Neutrality. Recent engagement by FCDO with government partners indicates a strong interest in advancing carbon pricing implementation at the national level, particularly in Malaysia as the upcoming ASEAN Chair in 2025. Malaysia is eager to take a leadership role in this area, driving the implementation of the ACCF initiative.

Objectives

To support in the implementation of the ACCF initiative, the GTF programme seeks a supplier to support Malaysia during its ASEAN chairmanship in achieving the following intended objectives:

1. Establish the governance structure and institutional framework for the ASEAN Common Carbon Framework (ACCF)

Support Malaysia's chairmanship in laying the groundwork for the ACCF by defining its governance, institutional arrangements, scope, focus, relevance and feasibility. Key activities include gathering insights through surveys, interviews, and focus groups with ASEAN Business Advisory Committee representatives, and facilitating knowledge-sharing during training on carbon markets. This groundwork will lead to the development of a workplan to be implemented following the signing of the Memorandum of Cooperation, which will include:

- Mutual recognition of methodologies
- Establishing a shared talent pool of resources,
- Mainstreaming GEDSI through the ACCF,
- Exploring business collaboration potential and
- Creating linkages among national ETS

2. Enhance regional understanding of the ACCF's potential as a carbon market policy

Build a unified understanding across ASEAN of the ACCF's potential as an effective carbon market policy. This objective will be achieved through capacity-building initiatives that focus on:

- Increasing knowledge about the ACCF's potential role in ASEAN's carbon market policy,
- Earning and exploring how carbon pricing policy in the region impacts national GHG emission targets and NDCs,
- Identifying challenges and practical solutions for successfully designing and implementing inclusive carbon projects in the region and,
- Training on corporate GHG accounting and how the ACCF could support private sector commitments to Net Zero targets, while promoting GEDSI co-benefits.

Approach

This RFQ aims to identify a supplier to support both the demand scoping process and delivery of training. The supplier will be responsible for conducting demand scoping activities, and designing, facilitating and delivering a series of capacity building trainings and a workshop for participants from the ASEAN Secretariat, ASEAN Member States, and Timor Leste.

A hybrid methodology will be employed, integrating demand scoping, capacity building sessions, and a workshop to help AMS gain a comprehensive understanding of carbon pricing principles and implementation in the region. This process will include evaluating the establishment of the ACCF, assessing its feasibility, and identifying areas requiring support.

The hybrid approach is essential for developing the foundational design of the ACCF, especially under Phase 1: Developing Ecosystem, as envisioned by Malaysia during its ASEAN chairmanship. The key areas of focus during the delivery of this project will include:

i. ***Assessing how regional frameworks, such as ASEAN Common Carbon Framework, could contribute to national GHG emission targets and NDCs***

This includes exploring how a regional framework like the ACCF can contribute to achieving national GHG targets and NDC's. Discussions will include potential linkages between national and international carbon market cooperation, as outlined in Articles 6.2 and 6.4 of the Paris Agreement, and how the private sector could contribute in achieving NDC's. This also includes assess how the ACCF can facilitate the cost-effective meeting of NDC targets through the interlinking of the national ETC, and the exploration on common agreed principles for climate mitigation action such as mitigating risks of carbon leakage, displacement and other environmental integrity aspects will be conducted.

ii. ***Addressing challenges and identifying practical solutions for successfully designing and implementing high-quality carbon projects in the region through the ASEAN Common Carbon Framework***

In the delivery of this project, a focus should be made on identifying the challenges and solutions in designing and implementing carbon projects in the region. This will include sharing best practices and lessons learned from ASEAN countries, as well as exploring how women and socially excluded groups are represented in the existing carbon market ecosystem, and how the experiences and voices of women and socially excluded groups can be embedded within the ACCF to create greater opportunities and impact.

iii. ***Building a domestic and regional market for high-quality carbon offset projects***

In addition to the knowledge exchange and networking between the ASEAN Business Advisory Committee regarding ACCF and carbon market, this project will conduct training on corporate GHG accounting standards such as SBTi and GHG protocol. This training will emphasise the role of high-quality carbon offsets in supporting the climate mitigation targets of corporations, as well as their contribution/correlation with national NDCs. It will also cover the adoption of robust environmental and social standards, ensuring projects adhere to the 'do no harm' principle.

In line with the objectives listed above, the table below explains the suggested training content and scoping direction. The GTF delivery team will provide specific guidance and feedback on the training modules prepared by the supplier, as well as on the demand-scoping questionnaire during the initial phase.

| Timeline | Establish the governance structure and institutional framework for the ASEAN Common Carbon Framework (ACCF) | Enhance regional understanding of the ACCF's potential as a carbon market policy |
|--------------|--|---|
| January 2025 | <p>Conduct demand scoping to assess the main technical content for the ACCF. Key questions include:</p> <ul style="list-style-type: none"> - What is the interest of AMS in carbon pricing? - What motivates AMS to utilise a carbon pricing instrument? - Which specific instrument regarding carbon markets are they interested in? Why? What are the GEDSI implications and opportunities associated with the different instruments? | <p>Develop a training module on corporate GHG accounting and the role of offsetting. This should cover the following key areas:</p> <ul style="list-style-type: none"> - Introduction on corporate GHG Accounting - Introduction on GHG accounting standards - Introduction to domestic and international carbon markets - Introduction to voluntary and compliance carbon markets - Introduction to the linkages between GEDSI and carbon markets |

| | | |
|------------------------------|---|---|
| | <ul style="list-style-type: none"> - Do AMS focus on the compliance market, voluntary market, or Article 6 mechanism? - Where are the common interests and areas of disagreement between AMS on carbon market policy? <p>(Note: this scoping will also explore how the ACCF can recognise mutual standards and methodologies in voluntary markets to enable cross-market carbon trading).</p> <p>Submit the first draft of the Terms of Reference for the governance, processes and responsibilities of the ACCF</p> | <ul style="list-style-type: none"> - The role of offsetting in corporate GHG accounting - Offsetting and greenwashing <p><i>Additionally, any specific needs identified during the demand scoping phase for the regional ASEAN context should be integrated into the training module.</i></p> |
| January 2025 | <p>During the training on corporate GHG accounting, conduct a scoping exercise through distributing surveys, collecting data, and holding a session focusing on ACCF governance and the scope of technical content. This session should also explore the interest in the ACCF beyond the signatory parties.</p> | <p>Deliver the first training session on corporate GHG accounting. This should be accompanied by several networking sessions for the participants during lunch and coffee the breaks.</p> <p>This training will be delivered in person in Kuala Lumpur, Malaysia</p> |
| January 2025 – February 2025 | <p>Review the initial demand scoping draft and further explore common interests and potential principles for ACCF formation, including:</p> <ul style="list-style-type: none"> - High integrity carbon projects for international cooperation - Linkages to GEDSI commitments and safeguards. - The interest of AMS in domestic and regional carbon markets - How the ACCF can address market gaps as identified by AMS and the ASEAN Business Advisory Council (ABAC). <p>Map the relevance of other Malaysia's chairmanship priorities/agenda points to support the regional carbon market initiative beyond the ACCF.</p> <p>Submit a draft of a 2-year detailed workplan for the ACCF</p> | <p>Based on the results of the initial training and scoping exercise, a more in-depth training module on carbon markets will be developed, addressing specific topics requested by the private sector in relation to ACCF development. This will include:</p> <ul style="list-style-type: none"> - Discussion on the outcomes of COP 29 and their implications to international voluntary and compliance carbon markets - Discussion on principles agreed by AMS regarding ACCF formation (<i>e.g.</i> Principles of high integrity carbon project) - How to incorporate private sector contribution to ASEAN Member States NDC targets - How to incorporate GEDSI into carbon market policies - How corporates in ASEAN respond to CBAM obligations |

| | | |
|---------------|---|--|
| | | Propose an advisory support programme as part of building the capacity of a regional expert pool on carbon markets, ensuring sustainable expertise in the region. |
| February 2025 | Continue recording, distributing surveys, and conducting guided discussions on ACCF governance and the 2-year workplan. | <p>Deliver the second training on carbon markets, alongside a session on the advisory support programme.</p> <p>This training will be delivered in person in Bangkok, Thailand</p> |
| March 2025 | <p>Conduct a workshop, co-led by Malaysia authorities, to finalise the ACCF workplan and assess the level of acceptance there is to establish and launch the ACCF under the chairmanship of Malaysia in 2025. The workshop should cover the following areas:</p> <ul style="list-style-type: none"> - Common interests of all AMS regarding carbon pricing instruments; - Potential carbon pricing project collaborations between AMS (e.g. Article 6 implementation between AMS); - Possibilities for developing an ASEAN joint position for the international carbon market; - Identified sectors of interests to delve into <i>e.g.</i> power, forestry, agriculture, and transportation, for upcoming training sessions - Agreed principles for the ACCF, including principles on GEDSI, for relevant ASEAN working groups. <p>This workshop will be delivered in Kuala Lumpur, Malaysia</p> | Prepare and submit a final report, summarising the outcomes of the training sessions, and workshop, and providing recommendations for a next phase of regional carbon market training. |

Additional Notes

Applicants are expected to demonstrate how GEDSI will be mainstreamed through their approach, including through resourcing and key deliverables.

Consultants must be politically sensitive during the scoping process and training delivery and should closely follow guidance from Malaysia, which champions the initiative. Malaysia's interest in

developing the ASEAN Common Carbon Framework during its ASEAN Chairmanship in 2025 should be a priority consideration. The process should also be cognizant of the steering from Malaysia as the Chair of the ASEAN that champion the initiative. Consideration to actively seek Malaysia's interest on developing ASEAN Carbon Framework on their ASEAN Leadership in 2025.

The expert deployment team should aim to launch the first regional training in Kuala Lumpur, with Malaysia taking the lead, given its strong interest in developing the ACCF. This would be following by the second training in Bangkok, considering the city's strategic advantage of direct connections to all AMS capital cities.

Each training series, and the workshop, may span a few days, depending on the module and training plan, and will include approximately 35 participants. The participants will consist of individuals from the private sector who have an interest in investing in carbon markets, and public sector officials. The final list of the participants will be agreed during the inception period. The GTF will adhere to the supplier's design of the training, provided it remains within the outlined budget.

Monitoring, evaluation and learning requirements

Supplier reporting requirements are outlined in the reporting section below. In addition to this, suppliers should outline in their response to the RFQ their approach to conducting baseline and endline capacity assessments to inform the design and delivery of the training modules and support provided, as well as measure their effectiveness and impact. The results of these should be communicated through monthly and project end reporting.

| 1.3 Key outputs and timeline | | |
|---|--|-------------------|
| Output | Description | Delivery deadline |
| 1. Demand scoping and training strategy | A strategy document outlining: <ul style="list-style-type: none"> - The approach for demand scoping and integrating GEDSI principles - A plan outlining the training programme's content, structure and integration of GEDSI principles | 15 January 2025 |
| 2. 1st Carbon Markets Training | <ul style="list-style-type: none"> - The design and delivery of the first training session on corporate GHG accounting, alongside a session on ACCF governance - Submission of a training session report, summarising key discussions, participant feedback and outcomes | 31 January 2025 |
| 3. Initial demand scoping | <ul style="list-style-type: none"> - Demand scoping exercise to assess the main technical content and governance for the ACCF | 31 January 2025 |

| | | |
|--|--|------------------|
| | <ul style="list-style-type: none"> - Preliminary ACCF scoping report, including findings from the scoping exercise, covering the governance, technical content and stakeholder input - A draft terms of reference document defining the governance structures, processes and roles for the ACCF - A proposal to develop an advisory support programme to build the capacity of the regional expert pool on carbon markets | |
| 4.2 nd Carbon Markets Training | <ul style="list-style-type: none"> - The design and delivery of a second carbon markets training, including a session on the proposed advisory support programme - Submission of a training session report summarising key discussions, participant feedback and outcomes | 28 February 2025 |
| 5. 2 nd phase of demand scoping | <ul style="list-style-type: none"> - A refined demand scoping report including mapping of Malaysia's ASEAN Chairmanship priorities and regional opportunities - Submission of a document linking Malaysia's ASEAN Chairmanship priorities to broader carbon market initiatives - A comprehensive 2-years workplan detailing activities and milestones for ACCF implementation | 28 February 2025 |
| 6. Workshop to finalise ACCF workplan | <ul style="list-style-type: none"> - Design and delivery of a workshop to finalise the ACCF workplan and assess the level of acceptance to establish and launch the ACCF - Submission of a post-workshop report summarising key discussions, outcomes and recommendations for ACCF establishment - Submission of a finalized ACCF workplan, based on stakeholder input and scoping findings | 31 March 2025 |
| 7. Final report | <ul style="list-style-type: none"> - Report summarising the outcomes of the training sessions and providing recommendations for a next phase of regional carbon market training | 31 March 2025 |

1.4 Required expert qualifications and experience

A team of technical experts and project management support should be suggested in proposals, with CVs provided (max two-pages per CV). It is estimated that up to nine experts will be required to deliver the requirements. Bidders are welcome to propose alternate structures, but the proposed team should cover at minimum the following criteria.

| Position | Role | Qualification | Experience |
|--|---|--|--|
| Team Leader | Leading the team and lead the hybrid scoping and training | Demonstration of leadership capability Demonstration of expertise in carbon pricing | >15 years experience Experience in working with ASEAN contexts and/or Malaysia government public official |
| Project officer | Proceed the logistics on the delivery of training Actively record the demand expressed during the training | Demonstration in project management and logistics | >2 years experience Experience in ASEAN have an advantage |
| Carbon Pricing expert | Compose carbon pricing demand scoping question Provide feedback on carbon pricing training delivery and module Part of expert to deliver training on carbon pricing | Demonstration of expertise and specialisation in carbon pricing scheme Experience in carbon pricing policy advisory | >10 years of carbon pricing policy advisory experience Experience in ASEAN have an advantage |
| Capacity building specialist | Develop training module and training methodology | Demonstration of specialisation on developing training plan, module and delivery | >5 years of relevant experience |
| Emission Trading System (ETS) Specialist | Resource person to deliver ETS related content training | Demonstration and specialisation and expertise on ETS Experience in ETS policy development | >5 years of relevant experience |
| Carbon Border Adjusted Mechanism (CBAM) Specialist | Resource person to deliver CBAM related content training | Demonstration and specialisation and expertise on EU and UK CBAM | >5 years of relevant experience |

| | | | |
|---|--|--|----------------------------------|
| | | Experience in CBAM training development | |
| International Voluntary Carbon Market (VCM) specialist | Resource person to deliver VCM related content training | Demonstration and specialisation and expertise on International VCM | >10 years of relevant experience |
| Corporate GHG Accounting Specialist | Resource person to deliver training on corporate GHG Accounting and Offset/insetting | Demonstration and specialisation and expertise on International VCM Experience in implementing carbon offsetting and insetting projects | >10 year of relevant experience |
| Gender Equality, Disability, and Social Inclusion (GEDSI Specialist | Resource person to mainstream GEDSI through technical assistance provided | Demonstration and specialisation and expertise on GEDSI and climate finance Experience in GEDSI mainstreaming | >10 year of relevant experience |

1.5 Reporting requirements

The selected team must follow the reporting requirements outlined in the key output section.

The supplier will also be required to align with the UK PACT monitoring and reporting governance framework which includes:

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

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 300,000 which must include personnel and expenses.

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

Summary of trainings and workshop:

1. Training session 1 – January 2025 - Kuala Lumpur - 35 attendees
2. Training session 2 – February 2025 - Bangkok - 35 attendees
3. Workshop – March 2025 – Kuala Lumpur - 35 attendees

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

Please note that the selected supplier will also be responsible for arranging and organising the travel and accommodation, meeting venues and packages. Managing these logistical aspects for the in-person trainings and workshops 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 | 15/11/2024 |
| 2. Deadline for receipt of clarification questions | 20/11/2024 |
| 3. Deadline for submission of applications | 04/12/2024 |
| 4. Applicants notified of project selection | 13/12/2024 |
| 5. Due diligence complete | 20/12/2024 |
| 6. Agreement signature | 06/01/2025 |

Applicant guidance

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

- **RFQ Response form**
- **Budget and Workplan Template**
- **CVs of key experts or personnel** (max two pages per CV)

Please note the following key dates:

- **Deadline for Queries:** 20/11/2024 (23:59 GMT)
- **Submission Deadline:** 04/12/2024 (14:00 GMT)

2.2 Evaluation criteria

| Criteria | Category | Weighting |
|--------------|--|-------------|
| Technical | Approach and methodology | 30% |
| | Personnel | 50% |
| Commercial | Competitiveness of the supplier's personnel 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. |

2.2.2 Commercial evaluation

The commercial evaluation will be conducted using the total personnel cost quoted in the Schedule III - Budget and Workplan (Cell W15 of "Budget Summary" sheet).

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

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

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

Schedule 3 - 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 will evaluate submissions in line with the criteria provided in the RFQ to confirm compliance with this RFQ and to determine the best quote in the circumstances. The Company reserves the right to reject incomplete or abnormally low quotations.

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.

18. Compliance



If your quote is successful, you will be required to enter into the Company's standard subcontractor agreement 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.