



16 June 2025

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

<b>RFQ title</b>	Advancing National Marine Spatial Planning in the Philippines: Building from Offshore Wind Use Cases
<b>RFQ issue date</b>	16/06/2025
<b>Terms of reference</b>	The services to be delivered are detailed in the attached Schedule.
<b>Project title</b>	Advancing National Marine Spatial Planning in the Philippines: Building from Offshore Wind Use Cases
<b>Close date and time</b>	07/07/2025 09:00 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.

## Schedule 1 - Terms of Reference

1.1. Overview of requirements	
Name of project	Advancing National Marine Spatial Planning in the Philippines: Building from Offshore Wind Use Cases
Country/region	Philippines
Proposed start date	18/08/2025
Proposed end date	18/04/2026

## 1.2 Context and scope of work

### Background

The UK PACT (Partnering for Accelerated Climate Transitions), funded by the UK Government through its International Climate Finance (ICF) portfolio, partners with Official Development Assistance (ODA) eligible countries that have significant emissions reduction potential. The programme supports low-carbon development and clean growth transitions by responding to identified demands from partner governments and providing grants for capacity-building projects in priority areas, managed by selected implementing partners.

The Philippines set out an ambitious plan to achieve universal access to electricity by 2028 and a renewable energy target of 50% by 2050. The plan is predicated on the successful deployment of 50 GW of offshore wind (OSW) projects by 2050. In 2022, the Department of Energy (DOE) launched the Philippines Offshore Wind (OSW) Roadmap, identifying over 178 GW of OSW technical potential. Since then, the government has granted more than 87 offshore wind energy service contracts (WESCs) with a combined potential capacity exceeding 67.5GW. The government is preparing to conduct its first competitive auction for OSW projects under the Green Energy Auction Program 5 (GEAP-5) in 2025, expected to generate significant economic benefits, contributing to the Philippines' objectives of a sustainable and inclusive energy future. The development of OSW will require an integrated marine spatial planning (MSP) tool that can guide government agencies like the DOE and Department of Environment and Natural Resources (DENR), as well as developers in ensuring effective site planning for an environmentally sustainable and just renewable energy transition.

An initiative to develop an offshore wind MSP process and associated tool was undertaken and completed in 2024 with the support of the Southeast Asia Energy Transition Partnership (ETP) in collaboration with the Department of Energy (DOE). The results of this MSP process and tool provided (1) the identification, scoring and mapping of the sensitivity of biodiversity, social and technical attributes to OSW, (2) the pathways in reconciling competing marine uses and (3) the foundations for sustainable marine renewable energy development. The outputs of this initiative, advisory in nature, aimed to uphold an environmentally sustainable approach to offshore wind development, to balance goals of scaling up offshore wind development with national and global commitments to marine biodiversity protection, livelihoods, and related activities.

Key stakeholders, including external experts and development partners, have emphasised the importance of further validating the results produced by the MSP process and associated tool, to ensure its methodological soundness and applicability across government agencies.

Strengthening the understanding of the results' key assumptions, methodologies, and intended use will be critical for ensuring its effective application in guiding site planning and mitigation measures across government decision-making processes, especially by the Department of Environment and Natural Resources (DENR) which issues Environmental Compliance Certificates (ECC).

Additionally, the Philippines is in the process of developing a national MSP policy and legal framework led by the Department of Environment and Natural Resources (DENR). This intervention, while focusing on OSW, can offer a use-case for MSP which can be scaled up and integrated into the broader national MSP framework.

## **Objectives**

This intervention seeks to (a) support the technical validation and peer review of the results of the first iteration of the MSP process and associated tool, to ensure its methodological soundness and incorporate multi-stakeholder perspectives; and (b) build the capacity of government agencies, particularly DENR, to apply an enhanced and validated OSW MSP process and associated tool effectively and design appropriate mitigation measures that improve regulatory clarity and industry confidence.

The main outputs include (1) a report on the technical validation and peer review of the results of the MSP process and associated tool, (2) an enhanced MSP process and tool; and (3) a technical study with a clear mitigation framework recommendation for offshore wind development, accompanied by a targeted capacity building program and manual to enable effective application of the enhanced MSP process and tool by relevant government agencies

## **Approach**

This project aims to deliver a refined OSW MSP process and associated tool and report on OSW MSP mitigation measures and policy frameworks. This intervention includes the following key activities and outputs:

### **Activity 1. Conduct a comprehensive technical validation and peer review of the first iteration of the OSW MSP process and associated tool.**

The supplier, in coordination with relevant agencies, is expected to undertake a comprehensive peer review or an external technical validation of the results of the first iteration of the OSW MSP process and associated tool developed by the Department of Energy (DOE) with support from the Southeast Asia Energy Transition Partnership (ETP). The objective is to understand strengths, gaps, and recommendations for enhancement, incorporating perspectives from a targeted set of relevant stakeholders. Key tasks include:

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- In coordination with DOE, DENR and ETP, organise introductory sessions for DENR and other relevant agencies (e.g. NAMRIA, BFAR, ERC, PCG, MARINA, MGB, DILG, CAAP and LGUs) prioritising key decision makers, together with development partners (e.g. World Bank and ADB to build a common understanding and co-ownership of the results produced by the initial process and associated tool. Stocktake existing and planned projects related to MSP in consultation with government agencies and relevant stakeholders (e.g. development partners and academic institutions).
  - Develop a methodology for the technical validation and peer review, drawing on international best practices for spatial planning and offshore wind development.
  - Review the assumptions, parameters, and methodology of the results of the OSW MSP process and associated tool, including sensitivity mapping layers (e.g., biodiversity, socio-economic, marine use, and technical attributes) developed using SenMap (sensitivity mapping) or other platforms.
  - Assess the quality and completeness of underlying data inputs at the national level, and identify priority areas for improving data accuracy, resolution, or consistency. Provide further site-specific review and recommendations for four cluster sites pre-identified by the Department of Energy. i.e., Camarines (San Miguel Bay) and Quezon Cluster, Manila and Northern Mindoro Cluster, Guimaras Strait and Panay Cluster and Northwest Luzon Cluster.
  - Assess the results of the initial OSW MSP process and associated tool's ability to capture socio-economic data that disaggregates impacts by gender, and other social factors.
  - Identify gaps in data where gender and other social considerations are absent and recommend actions to include these factors in future data collection.
  - Conduct targeted consultations with DOE and DENR, and where possible, engage external stakeholders such as OSW developers and industry associations to solicit inputs on the results of the initial OSW MSP process and associated tool's strengths, gaps, and potential areas for improvement. Consultations with relevant agencies should be expanded to include other sectors potentially affected by OSW, such as BFAR, PCG and relevant LGUs, with a focus on the pre-identified four cluster sites. (i.e., Camarines (San Miguel Bay) and Quezon Cluster, Manila and Northern Mindoro Cluster, Guimaras Strait and Panay Cluster and Northwest Luzon Cluster).
  - Develop a peer review report summarising validation findings and providing recommendations for enhancements and institutional uptake.
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**Activity 2. Support the refinement of the first iteration of the OSW MSP process and associated tool.**

Subject to the findings from Activity 1, the supplier will incorporate agreed-upon recommendations to refine the first iteration of the OSW MSP process and associated tool in coordination with relevant agencies and development partners. The final scope and scale of refinement will be determined based on the results of the peer review and technical validation. Key tasks include:

- Enhance the results of the OSW MSP process and associated tool by incorporating the following enhancements:
  - Revise parameters and scope, as relevant, to improve data consistency and relevance of representation of biodiversity, social and technical constraints, and other marine uses.
  - In consultation with the DENR, DENR and UK PACT, collect new data and update the sensitivity mapping assumptions, layers, and visual outputs, including the detailed sensitivity layers identified and consolidated maps that were developed using SenMap or other platforms in coordination with DOE and DENR (e.g., Biodiversity Management Bureau, Geospatial Database Office, NAMRIA) and other relevant agencies and development partners.
- Ensure that the quality and completeness of underlying data inputs for the four cluster sites pre-identified by the Department of Energy are enhanced. Provide key recommendations such as the scalability of the refined OSW MSP process and associated tool and its integration into a broader national MSP framework. As agreed, upon by DOE, DENR and UK PACT Team, other key recommendations and strategic inputs identified throughout the process shall likewise be incorporated into the comprehensive technical review.
- Ensure data enhancements include the impact of women's and marginalised groups' access to marine resources and livelihoods. Validate the refined OSW MSP process and associated tool with key stakeholders through feedback sessions with key stakeholders to be discussed and agreed upon by UK PACT, DOE and DENR.

**Activity 3: Develop an OSW MSP mitigation framework and build institutional capacity.**

Building on the results of the MSP process and associated tool supported by ETP, the supplier will develop a clear and practical OSW MSP mitigation framework that links sensitivity scores (e.g., high, medium, low) from the offshore wind MSP tool to appropriate early-stage planning strategies, mitigation responses and permitting actions. This framework will support to government agencies, particularly DENR in applying the MSP process and associated tool in a consistent and transparent manner when reviewing OSW projects. The activity will also deliver a targeted capacity-building program to ensure institutional adoption. Key tasks include:

- Translate MSP sensitivity scores into corresponding early-stage site prioritisation, derisking guidelines, mitigation expectations and permitting actions, including when to
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apply avoidance, additional studies such as regional survey work and strategic environmental risk assessments, or offsets in coordination with DOE and DENR (e.g., Environmental Management Bureau).

- Develop a clear and practical mitigation framework that includes step-by-step guidance, screening checklists, and evaluation templates aligned with the Philippine's permitting processes. The framework should be informed by international best practices and lessons learned from other offshore wind markets, including GEDSI considerations, adapted to the Philippine context.
- Provide recommendations on the operationalisation of the mitigation framework with existing permitting processes. Clarify the relationship of the mitigation framework with existing permitting processes.
- Conduct targeted consultations with DENR, DOE, and relevant agencies, identified by DENR to validate the practicality and seek feedback on the framework.
- Design and deliver 3 capacity-building workshops for 15-20 participants to train DENR and other relevant government agencies on using the mitigation framework and applying the enhanced MSP process and associated tool to 2–3 selected offshore wind projects as hypothetical case studies with different scenarios.
- Develop preliminary plans for (1) pilot testing or demonstration phase for the proposed mitigation protocol and permitting process, to show how MSP can resolve multi-use conflicts and support ecosystem services, beyond energy development, and (2) in close consultation with the DENR, potential integration into NAMRIA's GeoPortal, as part of the next phase in developing a National MSP Framework.
- Develop a user-friendly training manual with sample cases, process flows, and tools to support government implementation of the mitigation framework.
- Produce a concise external-facing white paper that distils key insights from the development of the mitigation protocol. The paper will highlight international best practices in MSP for offshore wind and provide recommendations to inform future MSP planning approaches in the Philippines

## **Review point**

Following the completion of Activity 1, the supplier, Delivery Partner, and counterparts will have an opportunity to assess progress before moving forward with Activity 2. The subsequent tasks may be contingent on the progress achieved during the inception phase, with consideration given to the evolving needs and status of the prerequisite activity.

This allows for the option to refine and prioritise the set of data that needs to be collected and redefine project milestones or objectives.

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### **Additional Comments**

In order to effectively deliver this project, the selected supplier may be required to enter into a Non-Disclosure Agreement (NDA) with DOE or DENR. The specifics of this NDA will be discussed and agreed upon during contracting and project mobilisation.

## **1.3 Outputs and timelines**

Output	Description	Deliverable due	Acceptance criteria/sign-off
Inception Report	Summary report of the kick-off work with government counterparts, approach, methodology, work plan and next step	01 September 2025	Written approval from the UK PACT program manager and fund manager
Report on the technical validation and peer review of the offshore wind MSP process and associated tool (Activity 1)	Report summarising the technical validation and peer review of the MSP process and associated tool, including methodology, findings, and a clear set of prioritised recommendations for enhancements and institutional uptake. The report must include a synthesis of feedback from the DENR/DOE and external stakeholder consultation workshops.	30 September 2025	Written approval from the UK PACT program manager and fund manager
Refinement of the first iteration of the OSW MSP tool	Refine the OSW MSP process and associated tool based on	30 November 2025	Written approval from the UK PACT

(Activity 2)	recommendations from the technical validation and peer review.		program manager and fund manager
Mitigation framework for applying the enhanced MSP process and associated tool in permitting processes (Activity 3)	Step-by-step mitigation framework linking MSP sensitivity scores to advisory and/or regulatory guidelines, aligned with Philippine permitting processes and informed by international best practices. Includes checklists, evaluation templates, and guidance.	18 February 2026	Written approval from the UK PACT program manager and fund manager
Training workshop with activity report for government agencies accompanied by a training manual on MSP mitigation framework MSP White Paper (Activity 3)	Delivery of three training workshops for DENR and other agencies on applying the mitigation framework and the enhanced MSP process and tool to 2–3 OSW project case studies, with a workshop report.  Includes a user-friendly training manual with case examples, templates, and tools.	3 April 2026	Written approval from the UK PACT program manager and fund manager



## 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 4 experts will be required to deliver the requirements.

Applying organisations are expected to possess substantive company experience with offshore wind development, with a focus on marine spatial planning and capacity building for governments. A multi-disciplinary team with international and national expertise in offshore wind marine spatial planning, renewable energy policy advisory work, and renewable energy permitting is essential to manage the various components of this technical assistance.

Teams are expected to demonstrate a commitment to mainstreaming GEDSI. Local Subject Matter Experts are expected to be part of the personnel.

Bidders are welcome to propose alternate structures, but the proposed team should cover at minimum the following criteria.

### **Team leader (senior expert)**

- At least 10 years of international experience with renewable energy policy advisory work, with a focus on offshore wind development, and stakeholder engagement with national agencies involved with renewable energy regulatory work.

### **Offshore wind marine spatial planning specialist (senior expert)**

- At least 10 years of international experience with offshore wind marine spatial planning including the application of sensitivity mapping and multi-use marine zoning tools. Experience reviewing and validating MSP process and associated tools in the context of permitting or environmental review processes.

### **Environmental and social impact assessment (ESIAs), with a focus on offshore wind (expert)**

- At least 7 years of international experience with environmental and social impact assessments, with a focus on offshore wind projects. Experience in integrating mitigation measures into permitting processes for large-scale energy infrastructure.

### **Renewable energy permitting national specialist (expert)**

- At least 7 years of combined national experience with the renewable energy permitting process in the Philippines. Strong familiarity or experience with EVOSS is preferred.
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## 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 programme 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, including progress and learnings on GEDSI, and any recommendations for future action.
- Participation in fund-wide communities of practice for results and lessons sharing, including provision of input for possible case studies.
- GEDSI Action Plan + relevant updates

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 trainings. 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.

Project specific reporting includes:

Reporting requirements	Deadline
<ul style="list-style-type: none"><li>• Inception report</li></ul>	1 <sup>st</sup> September 2025
<ul style="list-style-type: none"><li>• Report on the technical validation and peer review of the offshore wind MSP process and associated tool</li></ul>	30 <sup>th</sup> September 2025
<ul style="list-style-type: none"><li>• Refinement of the first iteration of the OSW MSP process and associated tool</li></ul>	30 <sup>th</sup> November 2025
<ul style="list-style-type: none"><li>• Report on the mitigation measures and policy frameworks for offshore wind MSP</li></ul>	18 <sup>th</sup> February 2026
<ul style="list-style-type: none"><li>• Training workshop with activity report for government agencies, accompanied by a training manual on MSP mitigation measures</li></ul>	3 <sup>rd</sup> April 2026

## 1.5 Budget and contracting

The maximum budget is GBP 324,000 which must include personnel, expenses and any local taxes. The budget is exclusive of UK VAT.

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

Please note that the selected supplier will be responsible for arranging and organising the travel and accommodation, venues and packages for any workshops and stakeholder engagement sessions, and ensuring that travel, accommodation and workshop venue and contents are accessible. 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, which will be agreed between both parties during contract mobilisation.

## Schedule 2 – Instructions for submission

### 2.1 Submission process

#### *Timeline*

Stage	Date
1. Terms of Reference (ToR) and application process launched	16/06/2025
2. Deadline for receipt of clarification questions	23/06/2025
3. Deadline for submission of applications	07/07/2025
4. Applicants notified of project selection	18/07/2025
5. Due diligence complete	08/08/2025
6. Agreement signature	18/08/2025

#### *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]**  
**Philippines Advancing National Marine Spatial Planning**

- **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:** 23/06/2025 (23:59 BST)
- **Submission Deadline:** 07/07/2025 (09:00 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 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.



## 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.