



12 August 2025

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

<b>RFQ title</b>	Supporting Enhanced Governance Through the Brazil 2050 Strategy
<b>RFQ issue date</b>	12 August 2025
<b>Terms of reference</b>	The services to be delivered are detailed in the attached Schedule.
<b>Project title</b>	UK PACT - Governance Model for Strategy Brazil 2050
<b>Close date and time</b>	01 September 2025 (17:00 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	Supporting Enhanced Governance Through the Brazil 2050 Strategy
Country/region	Brazil
Proposed start date	06 October 2025
Proposed end date	31 March 2026

### 1.2 Context and scope of work

#### Background Information

Development challenges require coordinated efforts that transcend sectoral boundaries and presidential mandates. For this reason, the National Planning Secretariat is spearheading the creation of a comprehensive Brazil 2050 Strategy—a long-term national plan designed to enhance government transparency, foster a more stable business environment, and ensure greater predictability in policy making. 2050 marks a crucial mid-century milestone and aligns with the Brazilian Nationally Determined Contributions (NDCs) target and global efforts to achieve net-zero greenhouse gas emissions. Furthermore, Brazil is projected to undergo a demographic shift by 2050, with a reversal of its age pyramid. This transformation demands strategic adjustments in key public policies, particularly in healthcare, social assistance, education, and the labour market.

Therefore, the Brazil 2050 Strategy – currently under formulation - is a public agenda aimed at establishing long-term guidelines for the country's sustainable development and just transition, paving the way and building guidelines for a long-term strategy (in the United Nations Framework Convention on Climate Change [UNFCCC] format and path). However, institutional gaps and the absence of a consolidated governance structure for implementation hinder its effective implementation.

In this context, it is necessary to **establish a robust institutionalization mechanism that ensures the continuity of this strategy, which will be carried out over a 25-year time horizon, spanning seven consecutive government administrations.** To guarantee its continuity and effectiveness, it is essential not only to set up coordination structures, but also to develop operational workflows and tools such as, periodic management and evaluation reports that aggregates results from states and municipalities, a digital monitoring platform, technical training, and implementation support.

The Brazil 2050 Strategy will support the country's just transition by setting a plan to tackle its major long-term challenges: social and regional inequalities, climate change, economic growth, and demographic transition while key national indicators will ensure transparency in the monitoring progress. Additionally, ensuring the effectiveness and legitimacy of Brazil's 2050 Strategy requires the incorporation of Gender Equality, Diversity, and Social Inclusion (GEDSI) principles across its formulation and implementation. Long-term planning efforts must consider the systemic inequalities that affect marginalized populations, so that the benefits of sustainable development and the transition to a net-zero economy are equitably shared.

Therefore, the main goal of the intervention is to select and hire a multi-expertise team that will work alongside with the Ministry of Planning to develop a governance model and multi-level institutionalization of the Brazil 2050 Strategy in close connection with the climate agenda.

This intervention has been foreseen in the Brazil UK Pact Country Implementation Plan as part of the findings from the climate sector scoping. The sector case focused mainly on the need to strengthen governance structures for better alignment between national and subnational levels for implementation. There is a need for coordinating a common climate strategy with national programmes already in place and mainstreaming climate into broader development and economic plans. This intervention was proposed as one of the key ways forward to address these gaps.

## **Relationship with the Counterpart**

The counterpart, National Planning Secretariat (SEPLAN) of the Ministry of Planning and Budget (MPO), is highly engaged in this intervention. This will be the second UK PACT intervention with the Ministry, with the goal of further mainstreaming climate action across other ministries as a cross-cutting agenda. The first intervention focuses on the adaptation of critical infrastructure, aiming to generate significant co-benefits, including climate mitigation, resilient economic development, and technological innovation.

This intervention, alongside others within the climate portfolio, aims to strengthen monitoring and evaluation systems, and establish resilient governance structures, whilst integrating climate into long-term development planning as a cross-cutting strategy. Collectively, these efforts address critical gaps identified in both the sector scoping and the Theory of Change — two internal UK PACT documents that guide our work and ensure alignment with UK-Brazil strategic partnership and Climate Plan (Plano Clima) goals.

These interventions are also expected to support Brazil with its target to achieve a 59% to 67% reduction in national emissions by 2035, as outlined in its NDC. In addition to their climate impact, they are designed to generate multiple co-benefits, including increased infrastructure and climate resilience, inclusive economic development, technological innovation, and the integration of GEDSI principles.

This technical assistance represents a highly strategic initiative for both the UK PACT programme and the Government of Brazil, given its high-level visibility, and the strong engagement and collaboration with the MPO.

## **Problem Statement**

According to findings from the climate sector case, there is currently a lack of institutionalised governance, effective monitoring mechanisms, and transparent evaluation processes across the Government of Brazil's climate policy deliveries — factors that threaten the continuity and implementation of strategic plan and policies, including those related to the climate agenda. This institutional gap also hinders the integration of GEDSI considerations in strategic decision-making and policy coordination, thereby reinforcing structural inequalities. Without a structured, long-term approach to coordinate and track sectoral policies, there is a significant risk of fragmentation and policy discontinuity.

The technical assistance will support MPO in establishing a robust governance framework that facilitates coordination across ministries and federative levels (federal, state, and municipal) to implement the Brazil 2050 Strategy. This strategy aims to prepare the country for the long-term impacts of climate change while promoting a just transition, resilient economic development, integration of GEDSI principles, and poverty alleviation.

Additionally, the Brazil 2050 Strategy will serve as the foundation for a long-term climate strategy aligned with the UNFCCC framework — an approach the UK has been actively encouraging Brazil to adopt since COP26. Both the climate sector case and the Theory of Change have underscored the

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importance of establishing resilient governance structures to enable long-term implementation and transformational impact. Strengthening climate governance remains an ongoing challenge in Brazil, presenting UK PACT with a strong opportunity for strategic additionality.

## Desired Outcomes and Intermediate Outcomes

The expected outcome of this intervention is for Brazil to have established a robust governance model and a multi-level institutional framework capable of consistently monitoring the implementation of the Brazil 2050 Strategy, tracking progress across regions and sectors, and informing evidence-based policy decisions, as established by the Climate Sector Theory of Change. This project should aim to drive organisational and institutional capacity strengthening and foster the creation of innovative and improved policies, practices, and tools that stimulate emissions reductions, in alignment with International Climate Finance (ICF) KPIs.

As part of a broader governance framework, this ED will lay the foundation for a national observatory to function as a central intelligence hub, supporting the entire policy lifecycle and reinforcing high-impact, data-driven strategic decision-making across federative levels.

This intervention will also demonstrate Brazil's strengthened approach to its climate commitments and long-term strategies, underpinned by enhanced integration and a more effective monitoring and evaluation methodology. Such advancements are critical to achieving Brazil's NDC emissions reduction targets for 2030 and maintaining a credible pathway to net zero by 2050.

## Scope of Work

Scope of work is detailed within the Deliverables listed below. Outputs for reporting will be identified with the selected supplier during the contracting phase in the first month of contract execution.

The seven deliverables outlined below are mutually reinforcing and designed to support the development of a robust, inclusive, and sustainable governance model for the Brazil 2050 Strategy. Together, they build an institutional foundation that enables long-term implementation through: **Participatory and resilient governance structures** (Deliverables 1–3), **Integrated monitoring and evaluation systems, including piloting and infrastructure applications** (Deliverable 4), **Strategic communication and digital knowledge-sharing tools** (Deliverables 5 and 6), and **Sustained capacity building** (Deliverable 7).

Across all seven deliverables, there is a clear and intentional alignment with the broader objectives of International Climate Finance (ICF), particularly in advancing climate mitigation and resilience. These deliverables are mutually reinforcing and collectively contribute to the institutional and systemic conditions necessary for long-term climate action.

Deliverables 1–3 focus on participatory and resilient governance structures, which are foundational for inclusive climate policy design and implementation. Deliverable 4 strengthens integrated monitoring and evaluation systems, including piloting and infrastructure applications, which are critical for tracking progress and ensuring accountability in climate-related investments.

Deliverables 5 and 6 support strategic communication and digital knowledge-sharing, enabling the dissemination of climate solutions and fostering stakeholder engagement. Finally, Deliverable 7 ensures sustained capacity building, equipping institutions and communities with the skills and knowledge needed to scale and sustain mitigation efforts.

By establishing these enabling conditions, the technical assistance directly supports the macro agenda of ICF—mobilizing climate finance, expanding clean energy access, improving water

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security, and promoting sustainable land management—while embedding these goals within a robust governance framework tailored to Brazil’s long-term strategy.

Each deliverable embeds climate and GEDSI lenses to ensure that the Strategy is operationalised in alignment with Brazil’s long-term development objectives and international climate commitments. Outputs are designed to be interdependent, feeding into each other through shared tools, aligned indicators, and institutional capacity, while being tailored to the realities of multi-level governance in Brazil.

## 1.3 Outputs and timelines

### **Deliverable 1:**

**Develop a participatory governance model involving subnational entities and civil society with a transversal just transition and GEDSI strategy.**

**Description:** Design a governance framework that incorporates local governments and civil society, ensuring broad participation in the Brazil 2050 Strategy’s decision-making process. Special emphasis should be placed on the just transition agenda, embedded as a central pillar of the GEDSI strategy aligned with ICF impacts and strategies.

The framework must include concrete safeguards for inclusive participation, equity-driven decision-making, and effective mechanisms to identify and address structural inequalities throughout the planning, implementation, and monitoring phases.

The framework should incorporate local governments, civil society, and key stakeholders to ensure transparency, efficiency, and long-term sustainability. The approach must ensure the meaningful representation and participation of women, Black and Indigenous populations, and other historically marginalized groups.

### **Deliverable 2:**

**Structure a secure and permanent institutionalization mechanism for the Brazil 2050 Strategy.**

**Description:** Develop a robust legal and institutional framework that embeds the Brazil 2050 Strategy into the core operations of government. This framework should ensure the continuity of strategic priorities, budget allocations, and performance commitments, regardless of political transitions. It will be key to integrate climate into Brazil’s further development instruments and long-term development pathway.

The design process must involve strategic stakeholders to foster broad ownership and facilitate buy-in during the implementation phase.

### **Deliverable 3:**

**Propose an integration model with the PPA, LDO, and LOA (main budget instruments in Brazil).**

**Description:** Design an integration model that systematically aligns the Brazil 2050 Strategy with the country’s primary planning and budgeting instruments—Plano Plurianual (PPA), Lei de Diretrizes Orçamentárias (LDO), and Lei Orçamentária Anual (LOA).

This deliverable should include the development of practical methodologies and tools to embed the Strategy’s long-term objectives on climate and just transition into national and sectoral

planning cycles, which reflects on Brazil's main programmes and development instruments. It should also propose mechanisms for cross-sectoral coordination, policy coherence, and performance monitoring to ensure consistent and effective implementation over time.

Additionally, the consultant should plan and conduct capacity-building sessions with relevant stakeholders to support institutional adoption and ensure that public servants are equipped to apply the proposed methodologies across planning and budgeting processes.

#### **Deliverable 4:**

##### **Formulate and pilot the Monitoring & Evaluation (M&E) Framework.**

**Description:** Design and implement a comprehensive, interinstitutional, and multi-stakeholder monitoring and evaluation (M&E) system to support the Brazil 2050 Strategy. The framework should be robust, adaptable to evolving political and policy contexts, and aligned with Brazil's Climate Plan and national planning instruments—including the PPA, LDO, LOA—and sectoral policies at national, subnational, and federal levels. It must incorporate GEDSI-sensitive indicators and disaggregated data to promote inclusive and equitable outcomes.

The deliverable will also serve as a pilot phase to apply the M&E framework to Brazil's national portfolio of strategic infrastructure projects, positioning climate as a transversal opportunity and challenge. This will support continuous learning and adaptive management across both the planning and execution phases.

The M&E methodology must align with national and external agendas, including platforms such as *obras.gov.br*, and be designed to integrate seamlessly with Brazil's broader long-term development goals. It should also directly support the objectives of the Long-Term Planning Observatory, which is expected to act as a central intelligence hub for evidence-based policy formulation, monitoring, and decision-making. The framework should be grounded in Brazil's long-term strategic priorities and international best practices in transparency, governance, and sustainable development.

#### **Deliverable 5:**

##### **Design and implement a comprehensive engagement strategy and public dissemination plan.**

**Description:** Develop and implement a multi-dimensional communication strategy to promote transparency, enhance public awareness, and encourage active, inclusive engagement across a diverse range of stakeholders—including civil society, the private sector, academia, and local communities. The strategy should include clear, accessible language with equity-oriented messaging, while leveraging diverse engagement channels to effectively reach various segments of the population. It should also establish robust feedback mechanisms to enable stakeholder participation, monitor implementation progress, and strengthen institutional accountability.

#### **Deliverable 6:**

##### **Recommendations on the use of digital platforms and knowledge management tools, including business and operational models and applicable uses of AI tools and neural networks.**

**Description:** Provide comprehensive and actionable recommendations on the adoption and integration of digital platforms and knowledge management tools to support the implementation, monitoring, and continuous improvement of the Brazil 2050 Strategy. Recommendations should be based on an assessment of existing platforms and



systems currently available. It will outline business and operational models that ensure scalability, security, and effectiveness. Additionally, it will explore how AI tools and neural networks can enhance data collection and analysis, evidence qualification, automate decision-making, and improve predictive capabilities for long-term strategic planning.

The deliverable should also outline governance protocols, including data privacy, ethical use of AI, and mechanisms for stakeholder engagement in platform development and use.

### **Deliverable 7:**

#### **Training courses**

**Description:** Design and deliver training courses for civil servants focused on the monitoring and evaluation (M&E) of long-term strategies, covering foundational concepts, frameworks, data collection and analysis, and reporting. The objective is to equip public officials with the skills needed to monitor progress, evaluate effectiveness, and continuously improve the implementation of the Brazil 2050 Strategy and related climate and development plans. Strengthened M&E capacity will contribute to greater institutional accountability, transparency, and more effective delivery of public policies and services. Training modules should be tailored to different levels of government, designed for scalability across agencies and regions, and incorporate a GEDSI lens throughout the process. The training courses would include 1-3 sessions in-person for approximately 50 MPO staff members per session in Brasilia (for which MPO would provide the venue). Further, the supplier would organize around eight (8) virtual sessions which would be recorded for future use. MPO would be responsible for organizing participants, with the vision to include approximately 250 people per session.

#### **Deliverables requirements and dates**

Specific requirements, timeline and sign-off criteria are explained in the table below.

Product acceptance can be done by either Post, FCDO or/and Palladium.

#	Deliverable	Specifications	Deliverable date	Acceptance criteria/sign-off
1	Develop a participatory governance model involving subnational entities and civil society with a transversal GEDSI strategy.	<p><b>Expected Documents:</b> Governance Framework, Stakeholder Engagement Plan, Participation Mechanisms Toolkit, Monitoring &amp; Feedback System Design.</p> <p><b>GEDSI Strategy:</b> Document includes clear objectives, actions, and timelines for GEDSI integration. Also proposes safeguards, identifies key barriers to inclusion and outlines mitigation strategies.</p>	Month 4	<p>MPO sign-off or product acceptance.</p> <p>Participatory process documented with disaggregated data to ensure equity in voice and influence.</p>

2	Structure secure and permanent institutionalization mechanisms.	<b>Expected Documents:</b> Legal-Institutional Framework Proposal, Institutional Integration Plan, Funding Mechanism Blueprint, Performance and Accountability Framework, Strategic Stakeholder Consultation Report.	Month 5	MPO sign-off or product acceptance.  Clear evidence of participation of strategic stakeholders.
3	Propose an integration model with the PPA, LDO, and LOA (main budget instruments in Brazil).	<b>Expected Documents:</b> Methodological Integration Guide, Integration Roadmap, Cross-Sectoral Coordination Mechanism, Performance Monitoring Toolkit, Capacity Building Plan.	Month 6	MPO sign-off or product acceptance.
4	Formulate and pilot a Monitoring & Evaluation (M&E) Framework.	<b>Expected Documents:</b> M&E Methodological Framework Document, Toolbox of Indicators (with GEDSI disaggregation), Infrastructure Monitoring Pilot Guidelines, Observatory Integration and Support Plan, Alignment Matrix with National Planning Instruments.	Month 6	Counterpart sign-off or product acceptance.  Alignment between sectoral plan and policy instruments at different levels (national and subnational).
5	Design and implement a comprehensive engagement strategy and public dissemination plan.	<b>Expected Documents:</b> Strategic Engagement Plan, Stakeholder Mapping and Engagement Plan, Inclusive Messaging Toolkit, Multi-Channel Media Plan, Monitoring & Evaluation (M&E) Framework.	Month 7	MPO sign-off or product acceptance.  Evidence of communication strategy implementation.
6	Recommendations on the use of digital platforms and knowledge management tools,	<b>Expected Documents:</b> Digital Platform Assessment Report, Business and Operational Model Recommendations, Security and Compliance	Month 8	MPO sign-off or product acceptance.



	including business and operational models and applicable uses of AI tools and neural networks.	Guidelines, AI and Neural Networks Use Case Guide, Ethical and Participatory Governance Framework.		
7	Training courses.	<b>Expected Documents:</b> Training Curriculum and Module Outlines, Participant Guides and Learning Materials,  Pre/Post Knowledge Assessment Tools, GEDSI Action Plan Template for M&E, Disaggregated Participant Data Collection Framework.	Months 7 and 8	MPO sign-off or product acceptance.

#### 1.4 Required expert qualifications and experience

The supplier should propose a team of experts with the necessary expertise and experience to deliver the outputs detailed above, as demonstrated by CVs (max two-pages per CV) provided as part of the proposal.

- Previous experience designing inclusive participation strategies and applying intersectional approaches in long-term planning and institutional reform, preferably related to the Brazilian federal government.
- Experience in developing multi-level governance models, institutionalizing public policies, and federative articulation.
- Experience in scenario planning, strategic intelligence, strategy monitoring and evaluation, and stakeholder engagement.
- Experience and high-level knowledge in instruments such as the PPA, LDO, and LOA and Brazilian federal government budget.
- Experience and knowledge in institutional communication, accessible content production, citizen engagement, and multi-channel strategies.
- Sound knowledge about the use, benefits and risks of digital platforms, AI tools for monitoring and how to integrate technology into the proposed governance model.
- Hand-on experience in working with the Brazilian federal government officials and stakeholders.
- Experience in just transition, climate and sustainability programs.

- Experience in Gender Equality, Diversity, and Social Inclusion (GEDSI) strategies, including mainstreaming GEDSI in public policy design, governance frameworks, and multi-stakeholder processes.

The proposed team must be able to mobilize and to deliver according to the indicated timelines. The supplier should appoint the Project Manager and technical experts in the proposal, with additional details on the full team (such as any administrative support) encouraged.

## 1.5 Reporting

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

- Detailed and reviewed workplan, after the first month of project execution.
- Monthly progress reporting on outputs.
- A full project completion report, summarising project achievements, any lessons learned through delivery, and any recommendations for future action.
- A case study write-up, according to UK PACT standard template.
- Report of intermediate outcomes and outcomes indicators (if applicable).
- Project closure sessions.
- GEDSI reflections, including how equity and social inclusion considerations were integrated across modelling, engagement, and capacity-building activities.
- In line with UK PACT's GEDSI strategy, all expert deployments 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 any workshops and/or trainings. Disaggregation should cover gender as a minimum and include age, race and disability where feasible.

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## 1.6 Budget and contracting

The maximum budget is GBP 200,000 which must include personnel and expenses and be inclusive of all applicable taxes. The supplier must provide a breakdown of budgeted personnel and expenses using Annex II.

The budget must include personnel and expenses and be inclusive of all applicable local taxes. UK VAT is chargeable where applicable but is excluded from this budget cap. UK-based services in our supply chain (i.e. a UK company providing services to PIL) is not VAT exempt, but VAT is recoverable. To allow for this recovery, UK-VAT must be separated out from the activity cost.

Expenses should cover any necessary costs of printed materials if the supplier intends to use them during the in-person training session(s), any interpretation & translation services, and/or

travel & accommodations of the supplier's delivery team to attend the in-person training session(s). 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 exact milestone and payment 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 August 2025
2. Date for confirmation of intention to bid	20 August 2025
3. Deadline for receipt of clarification questions	20 August 2025
4. Deadline for submission of applications	01 September 2025
5. Applicants notified of project selection	12 September 2025
6. Due diligence complete	03 October 2025
7. Agreement signature	06 October 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]**  
**Supporting Enhanced Governance Through the Brazil 2050 Strategy**

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

Please note the following key dates:

- Please email us by 20 August 2025 confirming if you intend to submit a proposal
- **Deadline for Queries:** 20 August 2025 (23:59 GMT)
- **Submission Deadline:** 01 September 2025 (17:00 BST)

### 2.2 Evaluation criteria

Criteria	Category	Weighting
Technical	Approach and methodology	40%
	Personnel	40%
Commercial	Competitiveness of the supplier's total 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:

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

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.