

05/02/2024

Request for quotation (RFQ) – goods or services

RFQ Title:	Payroll Provider for in-country team
RFQ Issue Date:	05/02/2024
Terms of Reference / Specifications:	The Goods and/or Services to be delivered are detailed in the attached Schedule
Project	Pacific Labour Facility
The Company	Palladium International Pty Ltd
Closing Date and Time	11/02/2024 – COB AEST
Contact Person	Heather Gillitt, use Procurement email ID given below
Details for Submission	PLF.Procurement@pacificlabourfacility.com.au

Thank you for your interest in the above procurement. As managing contractor for the Pacific Labour Facility, the Company invites you to submit a quote for the Goods or Services listed below. Your quote will be valid for the Validity Period.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time.

I look forward to your response. If you have any queries, please do not hesitate to contact me on 07 3557 7750 or by e-mail PLF.Procurement@pacificlabourfacility.com.au.

Yours sincerely,

Heather Gillitt

Procurement Coordinator – Pacific Labour Facility

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 a single currency.

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 the Goods and/or 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 Goods and/or 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.

BACKGROUND:

The Pacific Australia Labour Mobility (PALM) scheme allows eligible Australian businesses to hire workers from 9 Pacific islands and Timor-Leste when there are shortages of local workers available in unskilled, low-skilled, and semi-skilled positions within Australia. Under the PALM scheme workers have the opportunity to come and work in Australia on a seasonal or long-term basis. This helps to fill labour gaps in rural and regional Australia and allows workers to develop skills and send income to support their families and communities back in their home countries. The Australian government supports this circular labour mobility through the PALM scheme. The 2023-24 budget announced further expansion and improvements to the scheme which at the time provided jobs to over 37,000 workers.

Delivery of the PALM scheme is split within the Australian Government with the Department of Employment and Workplace Relations (DEWR) providing the operational delivery within Australia, and with the Department of Foreign Affairs and Trade (DFAT) overseeing the strategic policy and Pacific-facing implementation of the scheme, and certain new activities in Australia.

The Pacific Labour Facility (PLF) works with DFAT to support the administration of the PALM scheme and facilitate opportunities for Australian employers to connect with workers from the Pacific and Timor-Leste. The PLF is managed by Palladium International and has been established as a trusted intermediary in supporting Australia-Pacific circular labour mobility.

OBJECTIVE:

To hire an Employer of Record Services organisation/s to provide payroll support to PLF Papua New Guinean (PNG) and Tuvalu team members.

PNG-

While Palladium International has an operating entity within PNG, they do not have operational or finance staff to support payroll processes and related tax withholdings. There are currently 8 PNG nationals employed by Palladium in PNG, with a pipeline of additional 3- 5 positions for 2024. We are looking for an organisation (local or international) that can provide employer of record services support to the project.

Tuvalu-

Palladium International does not have an operating entity within Tuvalu and one staff member to be on-boarded through the selected organisation.

SCOPE OF SERVICES REQUIRED:

The service is for the total payroll management to cover Employer of Record and monthly payroll process in Papua New Guinea and Tuvalu. Submissions may be made for either country, or for both countries.

Set-up service required:

1. Issue new contracts (as agreed upon and authorised by company) for current and incoming personnel.
2. Issue and manage contracts of personnel not yet recruited as required and agreed upon by company.

Services:

The services provider will provide contract management and process all payroll-related payments on behalf Palladium International Pty Ltd servicing the PALM Scheme. Each country has an estimated amount of personnel (outlined further below) where some are currently employed, in the process of being employed or currently recruited for and the potential for increased staff.

Service provide will provide full administrative matters relating to the employment of the personnel.

- Bimonthly or fortnightly payroll processing of personnel salaries to local bank account of employee's choosing (payroll services outlined further below).
- Deduction from personnel salaries and payment of all applicable taxes as required by relevant country law.
- Deductions from personnel salaries and payments for salary sacrificing, where applicable.
- Ensuring all relevant salary and regulatory payments and remittances are made in compliance with local laws and regulations.
- Compliance with all other employment, legal and tax requirements under local laws and regulations including workers compensation cover and leave allowances.
- Management of leave for each individual, and regular updates on leave balances of all staff.
- Provide company with a summary of all payroll calculations and deduction for each employee each month. This summary will include approved leave requests, approved timesheets, payslips and certification that all payment obligations have been met by the service provider.
- At the end of term of employment, the contractor will advise company of all legally required payments, including severance pay and unused allowances in line with employment contract terms. All end-of-contract payments and legal requirements will be completed within legally obligated timeframes. These will be paid by the services provider and reimbursed by the Company.
- End of employment arrangements and payments. After fulfilling all legal obligations in line with local law, all service provider payment obligations will cease.
- The service provider will comply with any request by the Company to terminate the personnel employment contracts, in line with local labour laws.

Payroll services:

The PLF payroll is processed either:

a) Twice per month with staff being paid bi-monthly.

1. Payroll period 1 – 1st to 15th of each month, with payroll processed on or around the 10th of the month.
2. Payroll period 2 – 16th to the last of each month, with payroll processed on or around the 25th of the month.

or

b) Fortnightly.

Respondents shall include in their submissions:

- Cover letter highlighting skills, financial controls and competencies related to the scope of services.
- Financial proposal/quote with the assumption of average employee salary of AUD1500. Elaborate any specific information, if required.
- Two (2) client references for related services.

The organisations can submit the quotation for either PNG or Tavalu or for both.

Palladium will assess each submission based on Selection Panel Report, and will be based on compliance with this Request for Quotation (RFQ), ability to meet the requirement as specified and overall value for money using the following criteria:

- ☉ How you propose to provide the Goods/Services specified in this RFQ.
- ☉ Demonstrated ability to manage/deliver the Goods/Services in terms of:
 - ☉ The range and quality of the services offered;
 - ☉ Understanding of the requirement, ability to meet deadlines, implementation methodology and project management processes;

- Proven subject matter expertise;
 - Past relevant performance (including service delivery, performance management and assurance), and
 - Expertise of particular individual(s) and subcontractors nominated to perform or provide the Goods/Services.
- The fee to be charged for providing the Goods/Services.

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