

30/04/2024

Request for quotation (RFQ) – goods or services

RFQ Title:	Tax advisory services to support improved PALM scheme worker superannuation access
RFQ Issue Date:	30/04/2024
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	Thursday 23 May 2024, 9am AEST
Contact Person	Clare Taylor, Pacific-Australia Engagement Management Manager Clare.Taylor@pacificlabourfacility.com.au
Details for Submission	PLF.Procurement@pacificlabourfacility.com.au

Thank you for your interest in the above procurement. As managing contractor for the Project [delete this part if not associated with a project], 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 +61 409 064 473 or by e-mail Clare.Taylor@pacificlabourfacility.com.au

Yours sincerely,

Clare Taylor

Pacific-Australia Engagement Manager

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.

Tax advisory services to support improved PALM scheme worker superannuation access

Summary:

The Pacific Labour Facility (PLF) is seeking to engage a registered tax agent to work with Pacific Australia Labour Mobility (PALM) scheme workers to provide advice and practical support to improve worker understanding of the Departing Australia Superannuation Payment (DASP) process, assist with preparation of DASP applications, and where requisite authority delegated, DASP lodgment.

Background:

The Pacific Australia Labour Mobility Scheme

The PALM scheme allows eligible Australian businesses to hire workers from nine Pacific islands and Timor-Leste when there are not enough local workers available. Through the PALM scheme, eligible businesses can recruit workers for seasonal jobs for up to nine months or for longer-term roles for between one and four years in unskilled, low-skilled and semi-skilled positions. 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.

The PALM scheme is administered by the Australian Government's Department of Foreign Affairs and Trade (DFAT) and Department of Employment and Workplace Relations (DEWR). DFAT and DEWR retain responsibility for key program aspects requiring government oversight, including program integrity and assurance, while working closely with responsible government agencies including the Department of Home Affairs, Australian Border Force, Attorney General's Department and the Fair Work Ombudsman.

The Pacific Labour Facility

The PLF works with DFAT to support the PALM scheme. The PLF is managed by Palladium and has been established as a trusted intermediary in supporting Australia-Pacific labour mobility.

Superannuation access and the PALM scheme:

Access to superannuation savings for Pacific and Timor-Leste PALM scheme workers once they leave Australia is commonly raised as an issue by PALM scheme stakeholders. The Australian Government is committed to providing the support and information needed to increase access to accrued superannuation savings by PALM scheme workers.

When a PALM scheme worker is employed in Australia, the employer has to make superannuation contributions on their behalf. Super is paid in addition to a workers' salary, and in line with Government-set requirements. An employer pays a worker's superannuation contribution into the worker's nominated superannuation fund where the funds stay until the worker can claim it. If the superannuation goes unclaimed, it will eventually be sent to the Australian Taxation Office (ATO) to be held until the worker claims it.

Temporary visa holders can apply to have their superannuation paid out as a DASP. Under DASP requirements, temporary visa holders (including PALM scheme workers) cannot submit their DASP application until their visa has expired or been cancelled and they have left Australia.

Workers can use the DASP online system free of charge to lodge a claim. A worker can start the claim while in Australia. However, it is only once the worker has left Australia and meets the eligibility requirements, that they can log back into the DASP online system to complete and lodge the claim. A paper-based form for claims is also available, however incurs processing costs.

This process presents a number of barriers for PALM scheme workers.

Superannuation funds may require supporting documents to be provided, and often certified, which can pose difficulties for workers.

Options for receiving the payment in the Pacific can be limited, particularly if a worker has closed their Australian bank account prior to departure. Australian dollar cheques (the preferred payment method for some funds) may not be accepted by banks in a worker's home country, and international money transfers (IMTs) may incur significant fees and may not be offered by the worker's super fund.

Access issues may also be amplified by literacy challenges and a limited knowledge of Australian superannuation systems and, once workers have returned home, logistical and technical constraints, for example, access to reliable internet services in remote Pacific islands.

Visa arrangements can add to complexities. If workers have been granted a multi-year visa they will not be able to claim back super until their visa has expired at the end of the 2 or 3 year period. Workers are encouraged not to request to have a multi-entry visa cancelled until they have returned home at end of their final recruitment period as this would result in a new visa having to be granted and paid for.

If the value in the worker's super account is \$5,000 or more, additional supporting documentation may be required. Workers may not always have the information they need to, or know how to, access information on their superannuation balance so can be caught unawares of the need for additional information. Super funds also vary in their claim requirements.

Services required:

In response to the challenges workers face in navigating Australia's superannuation system and making DASP claims, the PLF seeks to engage a registered tax agent to:

- Help workers understand the DASP process and gather and prepare relevant DASP documentation while in Australia, so they can more easily lodge their DASP claim once they have departed Australia and are eligible.
 - This may include:
 - outlining the taxation arrangements on superannuation payments and DASP claims
 - support to workers to contact their superannuation fund(s) to confirm what documents are required to support their application.
 - If authorised to act on behalf of a client, arrange for payment into client's overseas bank account upon completion of DASP claim.
- Help workers to navigate the claim platform and to start their DASP claims prior to their departure from Australia, facilitating lodgement once they depart Australia and are eligible to claim.
- Should a worker choose, and where they grant the requisite formal authority, the agent will support preparation and lodgement of a DASP claim on a worker's behalf once the worker is eligible to claim.

The agent will:

- Work virtually on a one-on-one basis with individuals, identified by the Australian Government who are in the final 3 months of their employment in Australia. The focus will be on workers in remote locations, or with identified special support needs.
- Work with Country Liaison Officers and PALM scheme employers who may have a role in supporting the worker with initial engagement with the agent.
- If the agent is based in close proximity to workers and receptive to it, the agent may have face to face engagement.
- Draw on interpreting support services, where the need is identified, to support full and informed worker participation.
- Spend between 10-20 hours a week providing support to workers, and available to scale inputs based on demand.
- Be contracted on either an input or output basis with interested parties to identify a value for money offer in their submissions.
- Provide simple monthly reporting to the PLF and DFAT documenting number of workers supported, types of issues encountered, average time spent per worker, suggested improvements.

The preferred agent may also be asked to provide input into the development of educational resources to ensure common questions/areas of concern for workers around DASP, superannuation, and possibly taxation are identified and addressed.

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It is expected that services will be contracted early 2024 to run until 31 December 2024.

Capability required:

- Be a tax agent with full registration or conditional registration for the purpose of claiming DASP with the Tax Practitioners Board (TPB)
- Have appropriate post graduate degree
- Have a minimum of 5 – 10 years' relevant work experience providing personal tax and/or financial advice
- Be able to provide a statement of tax record (STR) for the business/registered tax agent showing satisfactory engagement with Australia's tax system
- Experience with the DASP claims process. Experience with lodging claims on a claimant's behalf, desirable.
- High level communication and interpersonal skills that enable successful outcomes
- Ability to work independently and proactively.
- Demonstrated ability to monitor and evaluate activity progress and identify risks
- Have relevant cross-cultural competencies, and ideally have worked with individuals from the Pacific and Timor-Leste before.

Outline of proposals:

Individuals and firms are invited to submit proposals for this work that cover the following key areas:

Technical:

- Proposed approach: a cover letter (maximum 1 page) outlining how the individual/firm will work to meet the services outlined in this TOR.
- Staffing: Outlining relevant staff profiles and CVs for any individuals who will be delivering the services.

Financial

- An indicative budget for services rendered outlined in the proposed approach.
- Highly rated proposals may be invited to an interview with the PLF.

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.