

21/03/2024

Request for quotation (RFQ) – goods or services

RFQ Title:	Worker-initiated Employment Portability Review – Pacific Labour Facility
RFQ Issue Date:	10/04/2024
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 25 April 2024 at 5pm AEST
Contact Person	Kristy Ward
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 +61 7 3557 7750 or by e-mail Kristy.Ward@pacificlabourfacility.com.au (including cc to PLF.Procurement@pacificlabourfacility.com.au) before the 22nd April 2024 (12pm AEST)

Yours sincerely,

Kristy Ward

Research and Learning 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.

Consultancy to Conduct Desk Review on Global Models of Worker-initiated Employment Portability in Temporary Labour Mobility			
Reporting to:	Research and Learning Manager		
Duration	30 days	Location:	Desk-based / remote

Purpose of the Position: The Pacific Labour Facility (PLF) is seeking a consultancy firm or individual consultant to undertake a desk-based study to better understand how worker-led portability is managed in other migrant receiving countries globally. The study will identify and analyse cross-border temporary labour mobility programs in which workers are able to initiate changes of employer/employment within the duration of their seasonal or other temporary work visa. The study will be largely desk-based with the possibility of some qualitative primary data collection.

This RFQ is open to individuals and organisations.

Program Background:

In December 2023, the Australian Government released its Migration Strategy. The Strategy builds on the findings of the 2023 Review of the Migration System (the Parkinson Review) and the Rapid Review into the Exploitation of Australia’s Visa System (the Nixon Review). A key action of the Strategy is to tackle worker exploitation and the misuse of the visa system.

The independent 2023 Review of the Migration System identified three main factors driving migrant workers’ vulnerability to exploitation. The Review found that visa and regulatory conditions can increase the risk of migrant exploitation by driving power imbalances between employers and migrants. Restrictions on a visa holder’s ability to change employers and their dependence on an employer for access to the Australian labour market can create a heightened risk of exploitation by limiting the migrant worker’s capacity to resist, report or leave exploitative situations.

The Australian Government is committed to reducing migrant worker exploitation, including implementing all the recommendations of the Migrant Workers’ Taskforce. At the Jobs and Skills summit in September 2022, the Australian Government announced that it would develop a package of reforms to address migrant worker exploitation. The package, announced by the Government in mid 2023, includes a comprehensive suite of legislation, powers, penalties and policies, including measures to strengthen employer compliance measures in relation to protecting temporary migrant workers from exploitation.

The Pacific Australia Labour Mobility Scheme

The Pacific Australia Labour Mobility (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) in partnership with the Pacific Labour Facility (PLF). 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 circular labour mobility.

Duties: Reporting to the Research and Learning Manager the consultant will:

Identify, document and analyse relevant – i.e. in employer-sponsored temporary migration schemes – examples and lessons of relevance to the PALM scheme of worker-initiated/-led portability in migrant receiving countries globally. Within this analysis consideration will be given to:

1. The interplay of/relationship between any sponsoring employer obligations and worker portability.
2. Responsibility for worker welfare (/duty of care for a worker), including when a worker is transitioning between employers (if applicable).
3. How exploitation risks associated with restricted worker portability have been factored into approaches/models to worker-led portability
4. How any costs for worker-initiated redeployments/movements are managed.
5. Legal frameworks and visa settings that enable worker-initiated portability in each context, including any employer reporting requirements and compliance monitoring.
6. Any variation in settings for seasonal/short-term vs long-term workers.
7. Any industry/sector variation and pre-dispensation to portability or otherwise (e.g. strong industry bodies, union representation, relative homogeneity across industry employers, other) – including industry-level worker sponsorship arrangements that may enable worker-initiated portability.
8. Practical obstacles workers face in changing employers (of their own volition and particularly when sponsored), including where the burden of effort/evidence might sit.
9. Information on any enabling infrastructure (technology platforms, other) that facilitate job indenfication and movements
10. Where scope permits, analysis on the impact worker-initiated portability has had on wage fluctuations (stagnation or growth).
11. Any documented benefits, impacts (positive or negative) of worker-initiated portability within migrant receiving or sending countries.
12. Any other relevant considerations identified by the Consultant or the Pacific Labour Facility during the course of the study.

The study will be largely desk-based, analysing a range of resources including government policy, strategy, data and reports, academic and non-academic publications and reports, domestic and international legal frameworks, and other relevant information/documentation/data.

A small number of online/remote consultations or interviews may be required with key stakeholders. The consultant will identify in the inception report/methodology the stakeholders they propose to interview so PLF can review, and if needed, discuss/finalise the consultation list. The consultant will be responsible for drafting ethics documentation (protocol including participant information statement) and an interview guide (to be reviewed by PLF) should it be determined that interviews are required.

Deliverables and timeline:

The consultant will commence work by early May 2024.

Deliverables	Timing	Milestone payment
Inception report and proposed methodology	Mid May	20%
Ethics documentation and interview guide (If required). To be reviewed by PLF prior to interviews/consultations commencing.	Mid May	-
First draft of report (35 pages)	Mid June	30%
Final draft of report incorporating review feedback from PLF and DFAT	Mid June	30%
Presentation (including powerpoint) to PLF and DFAT	End June	20%

Qualifications and Experience: The consultant(s) will possess the following qualifications and experience:

- A tertiary qualification in international relations, development studies, social science or economics or relevant discipline.
- Experience conducting research studies as the lead/manager.
- Understanding of and experience conducting international comparative research.
- Extensive and demonstrated understanding of temporary labour migration and legal/international frameworks and policy settings, preferably at a global scale.
- Experience conducting qualitative research, including key informant interviews.
- Demonstrated ability to work autonomously with limited supervision, to work to deadlines, and to balance competing priorities.
- Excellent attention to detail and accurate recording of relevant information and secure storage of data and information.
- Demonstrated commitment to diversity and inclusion, particularly in a cross-cultural context.

Respondents shall include in their submissions:

- Cover letter highlighting skills and competencies related to the scope of services.
- Proposed approach to conducting the review
- Financial proposal/quote.
- CVs of proposed researcher/s
- Elaborate any specific information, if required.

Palladium will assess each submission 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;
 - Proven subject matter expertise;
 - Past relevant performance (including service delivery, performance management and assurance), and
 - Expertise of particular individual(s) or 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.