

[Request for Tender Template for Palladium website](#)

RFP Title:	PLF External Financial Audit Service
Location:	Brisbane, Australia
Closing Date:	25 April 2024
Description:	<p>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.</p> <p>On behalf of Palladium, I'm inviting you to submit quotations to conduct external financial audit services for our Pacific Labour Facility (PLF) project in accordance with the requirements of our Terms of Reference (TOR) attached. The objective of the audit is to conduct an independent programme financial audit of PLF from 1 July 2022-30 June 2024, and determine that the activity is in accordance with the contractual requirements for the program. The audit testing period is expected to run for 14 business days commencing from July 2024. The audit firm is expected to submit first draft audit report by mid-August 2024 (to be agreed) and the final report not later than end of August 2024 (to be agreed).</p> <p><i>If you have any query or to submit your quote, please send email to PLF.Procurement@pacificlabourfacility.com.au cc'd to neha.zutshi@thepalladiumgroup.com.</i></p>

05/02/2024

Request for quotation (RFQ) – goods or services

RFQ Title:	PLF External Financial Audit Service
RFQ Issue Date:	05/04/2024
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	25/04/2024 – COB AEST
Contact Person	Nidhi Tikku, 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 [Click here to enter text.](#) or by e-mail PLF.Procurement@pacificlabourfacility.com.au cc'd to neha.zutshi@thepalladiumgroup.com

Yours sincerely,

Nidhi Tikku

Project 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.

1. Introduction

The Implementation of the Pacific Labour Facility, Contract No. 74040, is funded by the Department of Foreign Affairs (DFAT) and managed by Palladium International Pty Ltd ('Palladium'). The objective of the audit is to conduct an independent programme financial audit of the Pacific Labour Facility (PLF) from 1 July 2022-30 June 2024, and determine that the activity is in accordance with the contractual requirements for the PLF program.

The audit is not designed to ascertain program effectiveness for either Palladium or DFAT. The audit operations are restricted to reviewing the systems and application of procedures of Palladium.

The PLF will be implemented over 6 years and 3 months, from 2 October 2018 to 31 December 2024. The current contract value is AU\$166 million. The PLF completed its first full year of implementation at 30 September 2019. The PLF office is located in Brisbane, with individual advisers based in various countries in the Pacific Islands and Timor Leste.

Program Background

The Pacific Australia Labour Mobility Scheme for between one and 4 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.

Australia will increase circular labour mobility with Pacific countries through the Pacific Australia Labour Mobility (PALM) scheme. The Pacific Labour Facility (PLF) facilitates the expansion of circular labour mobility to Australia through support to the PALM scheme. The Palladium as Contractor provides the PLF as an outsourced service provider to DFAT to support the PALM scheme, and previously the SWP and PLS under the direction of the Department of Foreign Affairs and Trade (DFAT).

The program separated operational delivery within Australia and the strategic policy and Pacific-facing functions for the PALM scheme within the Australian Government between the Department of Employment and Workplace Relations (DEWR) and DFAT. This change effectively split the program, with DEWR largely responsible for scheme implementation in Australia, and DFAT responsible for strategic oversight of the PALM, Pacific-facing implementation, and certain new activities in Australia. 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 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 and has been established as a trusted intermediary in supporting Australia-Pacific circular labour mobility.

2. Scope

The audit will be carried out in accordance with international standards of auditing. It will include such tests and controls as the auditor considers necessary. Representative sampling may be used as the auditor considers necessary. This exercise is required to give full and satisfactory audit discharge to the project expenditure from 1 July 2022-30 June 2024. Specific areas of focus will be:

- ❑ To establish that the funds have been recorded and funds have been expended in accordance with the terms and conditions of the contract.
- ❑ Items and services have been procured in accordance with the guidelines included in the contract.
- ❑ Necessary supporting documents, records and accounts have been kept in respect of programme expenditure.
- ❑ To establish the physical existence of DFAT-funded project assets per the asset register, their conditions and locations.
- ❑ Whether the systems, procedures and controls, contractual or otherwise, adopted by PLF are efficient, effective and transparent.
- ❑ Whether these systems, procedures and controls enable PLF to discharge its contractual obligations to DFAT, including its financial and project management obligations.
- ❑ Whether improvements to PLF systems, procedures and controls can be made as a result of the findings of this audit.
- ❑ Whether the funds in the PLF account were deposited, transferred and expensed properly in compliance with DFAT guidelines and other relevant financial policies and procedures as stipulated under the contract.

3. Methodology

The approach should include but not be limited to:

- ❑ Hold separate pre-engagement meetings with the Company and to present an outline of the planned approach for conducting the exercise.
- ❑ Request and hold formal interviews with the Company, financial management team with a view to forming an understanding on the effectiveness of the internal control system in the management of the project.
- ❑ Examination of the financial transactions of the Project under the management of the Company for the above period in line with expectations set out in the project documents listed below (to be made available after the contract has been let). Note that the financial records would consist of all documents relevant to the raising of an invoice; for personnel this would mean being supported by timesheets rather than the actual invoices from consultants:
 - ❑ The Company's head contract with DFAT for the purposes of delivery of this project,
 - ❑ Amendments to the Company's head contract,
 - ❑ Approved work plans for the period under review,
 - ❑ Any other formal correspondence between DFAT and the Company which may have effect on the focus, direction and expenditure activities of the programme.
- ❑ Review and vet invoices for fees and reimbursable expenses by the Company and ascertain that:
 - ❑ The basis for which invoices have been calculated are in line with obligations within the Company's contract.
 - ❑ Deliverables from short and long term consultancies were properly delivered and received before relevant costs were charged to DFAT.

- ❑ Duly authorised time sheets are available for consulting days charged to DFAT during the period under review.
- ❑ Monthly fees charged to DFAT are for the contractually approved productive days only.
- ❑ Review the procurement process and procedures for all short-term contracts for the period under review and ascertain that:
 - ❑ Transparent and open systems are in place to ensure negotiations for contracts (services, works and printing) are competitive and represent good value for money.
 - ❑ Appropriate procedures are in place to document and manage conflicts of interest that may arise from related party transactions.
- ❑ Review the assets register to ensure it is up to date and confirm that:
 - ❑ Assets with values over AUD 2,000 have been fully recorded with clear identification marks.
 - ❑ The physical existence and conditions of assets in project site or assigned to employees.
- ❑ Express an opinion on the cost effectiveness, accuracy and completeness (i.e. value for money) of the financial transactions for the period under review.
- ❑ Prepare a project expenditure report showing receipts and expenditure summaries from 1 July 2022 to 30 June 2024 and express an opinion on the financial transactions for the period covered.
- ❑ Review the Terms of Reference for the contract (and subsequent amendments) to ascertain the extent to which the Company has complied with specified reporting requirements.
- ❑ Bring to the attention of DFAT any suspected fraud or irregularity that arises during the course of the audit and communicate matters that have come to attention during the audit which might have a significant impact on the implementation of the project.

4. Deliverables

- ❑ Audited financial report (hard and soft copies) for the period noted.
- ❑ A management letter, which should highlight observed weaknesses in the system of internal control and the recommendations for managing the identified issues over the life of the programme.
- ❑ A statement of compliance with DFAT terms and conditions as contained in the Company's contract.
- ❑ A verification report on programme funded assets.

5. Timing

The audit testing period is expected to run for 14 business days commencing from **July 2024**. The audit firm is expected to submit first draft audit report by **mid - August 2024** (to be agreed) and the final report not later than end of **August 2024** (to be agreed).

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.