Request for quotation (RFQ) – goods or services

RFQ Title:	RFQ—FJ25-011 Design and Development of FCCC Electricity Generation Licensing System
RFQ Issue Date:	**Monday, 17 March 2025**
Terms of Reference/ Specifications:	The Goods and/or Services to be delivered are detailed in the attached Schedule
Project	Market Development Facility Phase II
The Company	Palladium Group Consulting (Fiji) Pte Ltd
Registration of Interest	Register your interest to submit an offer by sending your organization name, contact person and contact details to the contact person by email on or before **Friday, 21st March 2025, 5:00pm Fiji Time**
Last date for Queries	Send all queries to the Contact Person by email on or before **Friday, 21st March 2025, 5:00pm Fiji Time.** Indicate the following: RFQ-FJ25-011 Design and Development of FCCC Electricity Generation Licensing System
Closing Date and Time	**Monday, 31st March 2025 / 5:00PM Fiji Time**
Contact Person	Tenders-MDF@thepalladiumgroup.com
Details for Submission	Submit completed **Response Form** by email to the contact person on or before the Closing Date and Time. Indicate the following: RFQ-FJ25-011 Design and Development of FCCC Electricity Generation Licensing System.

Thank you for your interest in the above procurement. As managing contractor for the 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.

Yours sincerely,

Kelera Cavuilati
Country Director – MDF Fiji

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 Lodgment

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 unauthorized 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 arise 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.

Schedule - Terms of Reference

1. Background

Market Development Facility (MDF) is a multi-country Australian Government funded initiative, with locations in Fiji, Sri Lanka, Timor-Leste, Samoa, Tonga, and Vanuatu. MDF aims to stimulate economic growth – and hence employment and income earning opportunities for the poor and underprivileged – by making selected sectors of the economy more competitive and stimulating business innovation. MDF is implemented by Palladium Group and Swisscontact and started operations in Fiji in July 2011.

Fijian Competition and Consumer Commission (FCCC) is an independent statutory body established under section 7 of the Fijian Competition and Consumer Act 2010 to promote effective competition and an informed market, encourage fair trade in markets and protect customers and businesses from restrictive practices. FCCC also controls and regulates prices of regulated industries and other markets where competition is lessened or limited, such as (but not limited to), electricity, telecommunications, posts, maritime and airport sectors.

The FCCC has partnered with MDF to identify solutions for reducing regulatory barriers to solar energy licensing and installation. This initiative aims to meet growing demand and support the widespread adoption of solar energy solutions in Fiji.

MDF and FCCC are seeking to recruit a suitable Technical Consultant to review, design and develop the FCCC's Electricity Generation Licensing System.

2. Objectives of the assignment

The objective of this assignment is to assist the FCCC by:

a. Reviewing the existing processes for FCCC electricity generating licenses (EGL) and designing a user-friendly digital system that will streamline workflow processes.

b. Developing a web-based licensing system, that includes (but is not limited to):
   - A comprehensive licensing module to receive, assess, process applications, and seek relevant approvals, embedded with complaints management system to address and track grievances related to electricity generation and licensing.
   - Automated reporting functionalities for monthly, quarterly, and annual reporting as well as information and benchmarked data for researchers and policy decision markers; and
   - System that enables flexibility in assessment, review and approval of respective licenses.

c. System that is efficient in service delivery and regulatory reporting as per FCCC's EGL process.

To achieve these objectives, a mix of methodologies will need to be implemented which can include but is not limited to; interviews, focus groups or online surveys with relevant stakeholders (such as regulatory authorities,

private sector and relevant FCCC staff), desktop research, systems architecture designing, process flow and wireframes development.

3. Scope of services

The successful service provider will deliver the following services:

a. Develop a workplan outlining methodologies, approaches and key activities with corresponding timelines, methodology, approach, resources, deliverables, stakeholders to consultant, questionnaires, resources and addressing all elements outlined in this RFQ – to be approved by MDF and FCCC prior to commencing work.

b. Review FCCC EGL processes and design system architecture by:
   i. Mapping existing EGL processes including internal workflows, timeframes, service delivery and reporting requirements to address all elements required in this RFQ;
   ii. Understanding FCCC regulatory requirements to receive, assess, approve applications and develop reports for respective EGLs;
   iii. Understanding stakeholder experience and preferences (both internal and external) for EGL application requirements, processing timelines and overall customer experience;
   iv. Understanding FCCC service requirements to receive and manage complaints relevant to electricity generation in Fiji;
   v. Developing a high-level system architecture that defines system components, workflow and process automation, role-based access control and security frameworks and data protection mechanisms, technical requirements (such as programming languages and database structure) and determines whether the system will be cloud-based or on-premises (considering scalability and cost-effectiveness); and
   vi. Drafting a system blue-print outlining wireframes and process flow diagrams of key system functionalities, establishes preliminary system specifications and documentation for development phase.

c. Develop and implement a web-based EGL system that includes (but is not limited to):
   i. A secure, user-friendly, web-based licensing module to facilitate application submissions, assessments, tracking real-time status, as well as user-feedback and notifications to flag pending actions.
   ii. Integrated complaints management system to log complaints and grievances received as well as track and generate reports on the resolution process.
   iii. Automated reporting tools for monthly, quarterly, and annual reporting.

d. Test and deploy the EGL system by:
   i. Deploying and testing the system within the FCCC's digital infrastructure to ensure functionality, usability, and security;
   ii. Developing user manuals, technical documents and maintenance plans for ongoing support

iii. Capacity Building of FCCC staff on using the system;
iv. Overseeing systems deployment to ensure smooth transition to new system; and
v. Providing up to one year hosting with 6 months post-deployment support for troubleshooting and enhancements.

4. Experience and qualifications

Individuals or firms should possess the following

- Relevant qualifications and experience in regulatory aspects, computer science, information technology, software engineering, software design, or related fields.
- Prior experience in project management, systems development and assessing regulatory or licensing processes.
- Strong applied software design and automated systems development skills with understanding of database management systems, cloud services and security protocols.
- Familiarity with the regulatory environment and licensing for energy / electricity sector would be an advantage.
- Strong research and analytical skills with problem-solving capabilities
- Excellent communication and organizational skills, including working according to tight deadlines while maintaining high product quality.

5. Quote / Proposal format

Interested service providers must complete the Response Forms (a) and (b) provided with this RFQ to submit an offer. Submissions that do not use the Response Form will not be considered for assessment due to non-compliance with RFQ format.

6. Evaluation criteria

Technical & Regulatory criteria

MDF will evaluate each submission for adherence to this RFQ, ability to fulfill the specified requirements, and overall cost-effectiveness. The technical & Regulatory response will be assessed based on the following criteria:

A. Demonstrated capability to deliver the requirements as described in this RFQ or previous delivery of such projects. (25%)
B. Demonstrated experience in regulatory environment especially in the energy / electricity sector. (25%)
C. Demonstrated approach towards proposed project timeline, key milestones, and deliverables with assessment of monitoring, reporting, and compliance mechanisms to track progress and ensure accountability. (25%)
D. Approach to delivering the requirements as described in this RFQ. (15%)
E. Qualifications and experience of proposed personnel. (10%)

The technical & regulatory score will account for 80% of the total score.

Applicants should clearly demonstrate the qualifications and experience with detailed CVs, highlighting relevant past roles, key accomplishments, and specific expertise related to the project requirements. Additionally, applicants can strengthen their submissions by including references, certifications, and case studies that validate their expertise, ensuring evaluators can assess their capability effectively.

Financial criteria

Following the assessment of the technical response, MDF will undertake a like-for-like price comparison of all technically suitable offers. The Financial Score will account for 20% of the total score.

7. Contracting details

The successful service provider will be contracted by MDF and will work under the guidance of MDF and RBF at all times, providing regular updates to both parties on progress and any problems that may be encountered.

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.