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## Request for Quotation (RFQ) –Services

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|--------------------------------------|--|
| Subject RFQ #:                       | RFQ-CATALYZE-Sahel-2022-0670   |
| RFQ Issue Date:                      | 18 August 2022   |
| Terms of Reference / Specifications: | Employer of Record in Niger  |
| Project                              | CATALYZE   |
| The Company                          | Palladium International LLC  |
| Country of Performance               | Niger  |
| Question Closing Date                | 23 August 2022; 5:00 pm EST  |
| Closing Date and Time                | 26 August 2022 5:00 pm EST   |
| Contact Person                       | Ayobami Egunyomi   |
| Details for Submission               | Electronic submissions will be accepted at <b><a href="mailto:us.catalyze.sahel@thepalladiumgroup.com">us.catalyze.sahel@thepalladiumgroup.com</a></b> |

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit a quote for the Services listed below. Your quote must be valid for sixty (60) calendar days upon submission of quote.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time. This RFQ in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a quote. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

I look forward to your response. If you have any question/queries, please submit your question by e-mail at **[us.catalyze.sahel@thepalladiumgroup.com](mailto:us.catalyze.sahel@thepalladiumgroup.com)** no later than **August 23 at 5pm EST**. Questions and responses will be sent to all interested bidders.

Yours sincerely,

Ayobami Eguyomi  
Manager, Project Delivery  
CATALYZE Sahel F4R

## Terms and conditions

### 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.

### 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.

### Evaluation

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

### Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

### 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).

### 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.

### 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.

### Jurisdiction

This RFQ shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFQ 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 RFQ or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

## **Company Information**

Palladium is a global leader in the design, development, and delivery of Positive Impact – the intentional creation of enduring social and economic value. We work with foundations, investors, governments, corporations, communities, and civil society to formulate strategies and implement solutions that generate lasting social, environmental, and financial benefits. For the past 50 years, we have been making Positive Impact possible. With a team of more than 2,500 employees operating in 90 plus countries and a global network of more than 35,000 technical experts, Palladium has improved – and is committed to continuing to improve – economies, societies and most importantly, people's lives. Palladium is a child-safe organization, and screens applicants for suitability to work with children. We also provide equal employment to all participants and employees without regard to race, color, religion, gender, age, disability, sexual orientation, veteran, or marital status.

## **Project Background**

CATALYZE is a buy-in blended finance platform that allows USAID to efficiently deploy sector, issue- and/or geographic-focused investment facilitation experts and implement programs to mobilize private capital to advance achievement of development objectives. Through the F4R buy-in, the CATALYZE Project has been mobilized to improve the flow and reach of financing to smallholder farmers in several key value chains in Burkina Faso and Niger. By focusing on priority geographies but enabling linkages and support to stakeholders across these countries, the project will support improved products and services offered by financial institutions, prepare smallholder producers and other stakeholders to better receive and manage financing, and work across the value chain to identify and mobilize new sources of financing for farmers. Across all initiatives, there will be a cross-cutting focus on women and youth, as well as a focus on ensuring that disparate ethnic groups and regions equitably benefit from the interventions.

## **Purpose**

In 2020 Palladium was awarded the \$10.7 million CATALYZE Finance for Resilience (F4R) Project in Niger and Burkina Faso, funded by USAID. To support continued success of activities in Niger, we intend to procure the services of an external firm serve as a qualified Employer of Record for one full-time employee in Niger for the next 2 years.

## **Type of Contract**

Palladium intends to issue a fixed-price subcontract for the successful firm.

## **Anticipated Contract Term**

The period of performance is expected to commence in September 2022 and be completed by September 30, 2024.

Palladium intends to issue a fixed-price subcontract in early September 2022 and the provision of services shall commence immediately.

The deadline for the submission of quote will be accepted electronically until the Closing Date stated on page 1. Please do not contact CATALYZE team members regarding this procurement outside of this channel of communication.

## Scope of Work and Standards

The successful offeror will serve as the legal employer or “Employer of Record” on behalf of Palladium for one full-time local employee in Niger for the next 2 years. Palladium will retain full operational and day-to-day control over workforce duties.

Anticipated services include, but are not limited to the following:

- Payroll and tax processing and compliance: administer all payroll functions for employees under the Employer of Record platform. Employees will be paid in local currency. Pay all employer taxes, remit all employee taxes and file taxes documentation in accordance with local law.
- Make accessible to Palladium LLC all documentation pertaining employer taxes paid to the relevant local authorities, monthly payslips, and any other that would support the company’s compliance standards.
- Time and labor management
- Human resources compliance services: Employment agreements, onboarding and offboarding, and counselling in line with applicable employment laws
- Employee benefits elections and enrolment, and administration: ensure all local statutory benefits are correctly paid and administered. Upon request from Palladium, provide supplemental private benefits.

This will be a multi-stage activity:

1. Offeror will provide a quote for Employer of Record services as outlined above, including initial setup costs and annual costs, and a cost breakdown with as much detail as possible, including any relevant taxes and fees.
2. Palladium will review offerors’ quotes and provide feedback on an as-needed basis to facilitate subsequent discussions.
3. Palladium will notify the successful offeror and share a draft contract/agreement.
4. Deliverables. The successful offeror shall submit monthly invoices based on the terms of the agreement:

## Evaluation and Award Process

Palladium shall evaluate bids on a lowest price/technically acceptable basis.

**Evaluation Stage 1.** To meet the criteria for technical acceptance, firms must meet the following criteria, which shall be evaluated on a pass/fail basis:

| Criteria   | Submission Requirements  |
|--|--|
| UEI number   | Include in company profile   |
| Demonstrated experience in providing payroll services and employer of record services for external candidates in the African region, specifically Niger. | Past performance write-up. Inclusion of 3-5 examples including client names (unless restricted by the client) from the past 3 years. |

**Evaluation Stage 2.** If these minimum criteria are met, offerors will move to the second stage, where the lowest bidder will be awarded the subcontract.

Palladium reserves the right to award under this solicitation without further negotiations. Offerors are encouraged to offer their best terms and prices with the original submission.

The selected bidder must complete Due Diligence Questionnaire within 3 business days of notice of award.

## **PROCUREMENT INTEGRITY AND ETHICS**

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

### **Instructions to the Offerors**

The following items are required to be submitted as part of the proposal:

- Company Profile
- Quotation (showing break down of all fees)
- Capability Statement
- Past Performance
- Reference Information (Contact/Program Name etc)