



**Elizabeth Glaser
Pediatric AIDS Foundation**
Fighting for an AIDS-free generation

REQUEST FOR PROPOSAL

for Provision of Payroll Consultancy Services

in support of

ELIZABETH GLASER PEDIATRIC AIDS FOUNDATION (EGPAF)

Gemini Building, City Centre
P.O. Box 2543, Lilongwe, Malawi

Firm Deadline: 10 April 2023 at 4PM

BACKGROUND

The Elizabeth Glaser Pediatric AIDS Foundation (EGPAF), a non-profit organization, is the world leader in the fight to eliminate pediatric AIDS. Our mission is to prevent pediatric HIV infection and to eliminate pediatric AIDS through research, advocacy, and prevention and treatment programs. For more information, please visit <http://www.pedaids.org>.

OBJECTIVE OF THE ASSIGNMENT/SCOPE OF WORK

EGPAF Malawi would like to outsource its payroll to be managed by an external firm ("Contractor"). To that effect, we are inviting firms to submit a service proposal for the management of every element of the payroll (payroll computations, income tax declaration, Pension declaration, Teveta Levy declaration, populating of monthly payroll spread sheet that clearly itemize how every element is calculated etc.). The Foundation intends to issue an **Indefinite Quantity Contract** for the provision of payroll services for the initial term. After the initial period of the Indefinite Quantity Contract expires, EGPAF may exercise its option to extend the contract for an additional 2 option periods subject to availability of funding and vendor performance. The anticipated duration of each option period is 1 -year.

The EGPAF Malawi office is comprised of a team of **~360**. The numbers will vary accordingly based on the need at a particular time.

Contractor Responsibilities:

Payroll processing

- 1) Processing of EGPAF Malawi payroll, including: Collecting all employee contracts, bio-data information, setting up each staff on the payroll system as well as departures and execute all associated deductions for all staff under the contract by date to be agreed upon in signed contract.
- 2) Submit processed payroll to EGPAF for review.

- 3) Remit both statutory (Pension and Taxes etc) and non-Statutory (other related deductions) obligations.
- 4) Provision to the Foundation with a comprehensive monthly payroll report, itemizing the calculation of every element in payroll.
- 5) Represent EGPAF to the organizations or bodies cited above in matters respecting remuneration of taxes, disputes regarding tax remuneration, and administrative oversight of tax remuneration.
- 6) Assist EGPAF's HR & Finance teams in answering any audit (statutory or internal) queries in respect of payroll and related compliance.
- 7) Ensures that all employees receive a copy of their pay slips within 5 days of payroll processing
- 8) Inform the Foundation well in advance on any changes in payroll processes, regulations, laws, and requirements.

Administration and Filing

- 1) The Service Provider will be responsible for timely submission of all withheld statutory deductions
- 2) Ensure that all employees receive their p9 forms within one month of year end in preparation for individual tax returns
- 3) The Service Provider must assume liability for late statutory filings due to its own negligence.
- 4) Provide a Tax Table Report that summarizes EGPAF's taxes each pay period on one report and perform a reconciliation, at least annually and more frequently upon request.

EGPAF Responsibilities

1. Host a kickoff meeting with key stakeholders within 3 days following signature of the contract for the contracting services.
2. Make available to the Service Provider, in advance, all information related to the management of its payroll in compliance with legal requirements related to labour legislation;
3. Provision of funds for the service in line with the contract terms and conditions.
4. The Foundation's Finance and Operation team or other Foundation appointed agent will do spot checks in the computation of the elements of the payroll prior to payment. The Foundation will also ensure to pay the vendor in a timely manner as agreed in the resulting Contract to the winning bidder

Standard of Services

All Services to be provided by Contractor shall be performed with promptness and diligence in a professional manner and at a level of proficiency to be expected of a Contractor with the background and experience that the Contractor has represented in its bid. EGPAF shall provide such access to its information, property, and personnel as may be reasonably required in order to permit the Contractor to perform the Services.

The Foundation will not be liable for any error of, law, principles, policies that are required by the Government of Malawi in the management of payroll. This is entirely the responsibility of the winning firm. The Contractor will fully take care of any indemnities that might arise as a result of any payroll errors.

KEY CONTRACT TERMS:

Unless stated otherwise in the statement of the work, the Contractor is responsible for providing equipment and/or supplies required to perform the services.

In recognition of this, a 12-month Indefinite Quantity Contract will result from this solicitation. When a need arises for a particular service, the Foundation will then place Task Orders for the said service.

OPTIONAL WORK:

The Foundation also anticipates a need to potentially extend this scope of work for an additional 2 option periods. The anticipated duration of each option period is 12 months. Please indicate any pricing changes for the option periods in response to this RFP.

EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

The Foundation will accept the proposal that presents the best value. All proposals will be evaluated against the following Evaluation Criteria. Each proposal must contain the items listed in the Submission Requirements column in the following chart. Please submit your Submission Requirements in the order that they appear below.

Evaluation Criteria	Submission Requirements	Score
Mandatory Requirements	All applicants are required to be registered and comply with all the laws of doing business in Malawi. The Foundation will require Certificate of Incorporation, Valid Tax Clearance Certificate, Other relevant professional body certification/accreditation, if applicable.	Pass/Fail

Technical and management approach, design, and timeline to implementation	<p>Maximum five (5) page summary or narrative description of the proposed process that includes (but is not limited to) the following elements: 1) specific payroll services offered; 2) anticipated monthly work processes; 3) handling of payroll taxes; 4) elements of the firm's approach that display a competitive advantage when compared to other bidders; 5) description of customer support services offered; and 6) other services and analysis provided.</p> <p>Timeline for start-up and implementation (please note that the Foundation requires these services to be in place immediately).</p> <p>Description of the safeguards and internal controls the firm will have in place to protect the sensitivity and confidentiality of the information processed and retain in the firm's systems</p> <p>Note: The Foundation may invite bidders to make a physical presentation of their proposal</p>	40%
Price	<p>-The rate that will be charged per individual employed.</p> <p>-Detailed breakdown of costs and anticipated costs to provide one (1) year of services.</p> <p>-Rates for option quantities and periods*</p> <p>NOTE: Contractor's financial proposal should include all associated fees (such as duties, customs, or shipping fees) and taxes (including VAT, if applicable), but priced as a separate line item in the submitted quote. It will be assumed that all quotes will be inclusive of all applicable fees, duties, or taxes if the bidder fails to separate out these costs.</p> <p>Lodging, transportation, and other travel-related expenses will be negotiated prior to the execution of the contract, if applicable. Please DO NOT include these variables in the cost proposal.</p> <p>* For guidance on proposed quotes for Option Quantities and Periods, please refer to the "Additional Information" section of this RFP (below).</p>	30%
Demonstrated past performance of similar work	<p>Description of at least two (2) examples of Current and prior similar assignments.</p> <p>-Copy of one (1) or more reports or other deliverables previously completed by the applicant in prior assignments (confidential or sensitive information may</p>	30%

	be redacted if necessary). - Contact information of a minimum of three (3) professional references preferably from International NGOs for similar past & current projects, including phone number and email addresses. The Foundation may contact these references during evaluation and prior to selecting the winning Contractor.	
		100%

Prices for the requested goods/services should include all associated fees (such as, customs, or shipping fees) and taxes (including VAT, if applicable), but priced as a separate line item in the submitted quote. It will be assumed that all quotes will be inclusive of all applicable fees, or taxes if the bidder fails to separate out these costs. Prices quoted by the Bidder shall be firm and fixed during the Bidder's performance of the final Contract and not subject to variation on any account.

For additional guidance on proposed quotes for options, please refer to the "Additional Information" section of this solicitation.

Failure to provide any of the above Submission Requirements may be considered non-responsive and disqualify the applicant from final selection.

Completed submission documents must be addressed and emailed to:

The Internal Procurement Committee
Elizabeth Glaser Pediatric AIDS Foundation
Gemini Building, City Centre
P.O. Box 2543, Lilongwe

Email: malawiprocurements@pedaids.org

PROPOSED TIMELINE

Date	Activity
25 March 2023	Release of RFP to pre-qualified vendors list
30 March, 2023	Response to all inquiries released and posted publicly on the Foundation's website at http://www.pedaids.org/pages/contracting-opportunities
10 April, 2023	Deadline for Proposal submission.
20 April, 2023	Final decision announced and Bidder notified
1 May, 2023	Firm Fixed Price Contract confirmed

Please note it is our best intent to comply with the above timeline but unavoidable delays may occur.

ADDITIONAL INFORMATION

Prices quoted by the Bidder shall be firm and fixed during the Bidder's performance of the contract and not subject to variation on any account.

No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.

KEY CONTRACT TERMS

The anticipated contract type is an Indefinite Quantity Contract. Unless stated otherwise in the statement of the work, the Contractor is responsible for providing equipment and/or supplies required to perform the services.

KEY SOLICITATION TERMS AND CONDITIONS

The following terms and conditions apply to this solicitation. Preference will be given to bidders who can meet EGPAF terms. Any exceptions to the requirements or terms of the solicitation must be noted in your submission.

1. Participation in this solicitation is open to all legal vendors that are registered and comply with the laws of doing business in the applicable country where services will be rendered. To be eligible for participation in the bidding procedure, bidders must prove to the satisfaction of EGPAF that they comply with necessary legal, commercial, technical, and financial requirements and are able to carry out the resulting work effectively. EGPAF may, at its discretion, require the presumed winner of the procurement to provide a copy of a valid registration certification and/or tax compliance (i.e. VAT) prior to awarding of the final procurement. Failure to provide this information at that time may automatically disqualify a bidder from selection.
2. EGPAF shall use its best endeavors to ensure that funds provided under this solicitation do not provide direct or indirect support or resources to organizations and individuals that are associated with terrorism, promote or advocate the legalization or practice of prostitution or

sex trafficking, or provide assistance to drug traffickers. If, during the course of this solicitation, EGPAF discovers any link whatsoever with any organization or individual associated with any or all of these, they shall be excluded or disqualified from the bidding process.

3. EGPAF reserves the right to terminate the final contract should the selected bidder be unable to fulfill its expected obligations.

4. By submitting a bid, you certify that the person(s) involved in the preparation and collation of quotes/proposals were or are in no way associated or have any Conflict of Interests with the initial preparation of the solicitation, the tender documentation, or the subsequent evaluation, assessment, analysis, management, and decision-making process of this solicitation.

4. The solicitation is not an offer to enter into agreement with any party, but rather a request to receive proposals or quotations from person(s) interested in providing the goods/services outlined in the released solicitation document. Such submissions shall be considered and treated by EGPAF as offers to enter into an agreement.

5. Any quotations or proposals not addressing each of the submission requirements listed in the solicitation may be considered non-responsive and disqualify the applicant from final selection. Any exceptions to the requirements or terms of the solicitation must be noted in the final submission. EGPAF reserves the right to consider any exceptions to be non-responsive. EGPAF reserves the right to reject all submissions, in whole or in part, enter into negotiations with any party, and/or award multiple contracts.

6. EGPAF shall not be obligated for the payment of any sums whatsoever to any recipient of the solicitation until and unless a written contract between the parties is executed.

7. Equal Opportunity Notice. The Elizabeth Glaser Pediatric AIDS EGPAF is an Equal Employment Opportunity employer and represents that all qualified bidders will receive consideration without regard to race, color, religion, sex, or national origin.

8. All items or deliverables provided to EGPAF must be furnished for the use of EGPAF without royalties or any additional fees. All Materials will be owned exclusively by EGPAF. Bidder will not use or allow the use of the Materials for any purpose other than bidder's performance of the Contract without the prior written consent of EGPAF.

9. In accordance with **Section 889 of the National Defense Authorization Act for Fiscal Year 2019**, supplier understands and agrees that if awarded a contract as result of this solicitation, it will not procure or use any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system under the resulting contract. "Covered telecommunications equipment or services" includes telecommunications or video surveillance equipment or services (including, but not limited to, cell phones, security cameras, network switches, and routers) manufactured by or with components from these Chinese companies or their subsidiaries or affiliates: (1) Huawei Technologies Company; (2)

ZTE Corporation; (3) Hytera Communications Corporation; (4) Hangzhou Hikvision Digital Technology Company; or (5) Dahua Technology Company. In the event the supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, for performance of this agreement for EGPAF, the supplier will notify EGPAF immediately and will be guided to provide the information required by FAR 52.204-25. The supplier agrees to insert the substance of this clause in all of its subcontracts or purchase orders funded by EGPAF.

10. ETHICAL BEHAVIOR: As a core value to help achieve our mission, EGPAF embraces a culture of honesty, integrity, and ethical business practices and expects its business partners to do the same. Specifically, our procurement processes are fair and open and allow all vendors/consultants equal opportunity to win our business. We will not tolerate fraud or corruption, including kickbacks, bribes, undisclosed familial or close personal relationships between vendors and EGPAF employees, or other unethical practices. If you experience or suspect unethical behavior by an EGPAF employee, please contact our Fraud Investigations team at fraud@pedaids.org or EGPAF's Ethics Hotline at www.reportlineweb.com/PedAids. Any vendor or consultant who attempts to engage, or engages, in corrupt practices with EGPAF will have their bid disqualified and will not be solicited for future work.