



REQUEST FOR PROPOSAL
Reference No: RFP 2020/02

**Consultant for capacity strengthening and re-tooling for
APCOM and partner organisations on effectively conducting online activities including online
trainings/workshops, awareness raising campaigns and advocacy.**

Dear Sir/Madam,

APCOM hereby invites RFP from individual professionals or firms for a consultancy assignment to conduct online activities including online trainings/workshops, awareness raising campaigns and advocacy for APCOM and partner organisations.

APCOM works to improve the health and rights of gay men, other men who have sex with men and SOGIESC people across Asia and the Pacific. Based in Bangkok, APCOM is a not-for-profit organisation representing and working with a network of individuals and community-based organisations across 35 countries in Asia and the Pacific.

APCOM has a primary focus on HIV because it is a key health issue for gay men and other men who have sex with men in the region. APCOM also addresses other related health issues for our communities such as sexual health, mental health and drug use.

APCOM also focuses on improving relevant human and legal rights across the region as discrimination, stigma, criminalisation and exclusion impact on the health outcomes of the communities we serve.

In order to prepare a responsive proposal, interested consultants or firms are expected to examine in detail the RFP documents:

- Annex 1. Proposal Instruction Sheet (PIS)
- Annex 2. Terms of Reference (TOR)
- Annex 3. Evaluation Methodology and Criteria
- Annex 4. Format of Technical Proposal
- Annex 5. Format of Financial Proposal
- Annex 6. Proposed Sample of Contract

The interested consultants or firms will be selected based on the Evaluation Methodology and Criteria indicated in Annex 3.

This letter is not to be construed in any way as an offer to contract.

Yours sincerely,
APCOM Secretariat



1. Proposal Instruction Sheet (PIS)

No.	Instruction to Proposers	Specific Requirements
1	Deadline for Submission of Proposals	Date and Time: SEP 30th, 2020, 6:00 PM City and Country: Bangkok, Thailand (for local time reference, see www.greenwichmeantime.com) This is an absolute deadline, the proposal received after this date and time will be rejected.
2	Manner of Submission	<input checked="" type="checkbox"/> Electronic submission of Proposal (PDF converted file) only
3	Address for Proposal Submission	Your offer comprising of technical proposal and financial proposal must be entirely separated and submitted in two (2) different files with clear subject as [Financial Proposal: RFP Ref No:] and [Technical Proposal: RFP Ref No:] Both the proposals should reach the following email address Technical Proposal: JoinUs@apcom.org Finance Proposal: finance@apcom.org Not later than SEP 30th, 2020
4	Language of the Proposal	English. The Proposal, as well as related correspondence, should be written in English.
5	Proposal Currencies	USD
6	Proposal Validity Period commencing after the deadline for submission of proposals	30 days
7	Technical proposal	Technical proposal shall not include any financial information. A technical proposal containing financial information may be declared non-responsive. Consultants or firms must use the forms listed in this RFP.
8	Financial proposal	The financial proposal shall be prepared using the proposed RFP forms (can add rows for new line items)
9	Clarifications of solicitation documents	Requests for clarification shall be submitted 3 days before the deadline for submission of the proposal.
10	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: vanessk@apcom.org Proposers must not communicate with any other personnel of APCOM regarding this RFP.



		<u>This Email Address is for clarifications only. Do not send or copy your proposal to this e-mail address, doing so will disqualify your proposal.</u>
11	Opening of proposals	APCOM will open the Technical Proposals in the presence of an Evaluation Committee formed in accordance with its Operational Manual.
12	Evaluation	Refer to Annex 3
13	Negotiation	Negotiation in the RFP is allowed with the short-listed suppliers only. The purpose of the negotiation is to help and clarify ambiguities, correct mistakes, discuss on technical matters, deficiencies in order to improve in both the technical and financial aspects of the offers.
14	Award of contract	<p>APCOM reserves the right to accept or reject any Proposal and to annul the solicitation process and reject all Proposals at any time prior to award of the contract, without any obligation to provide any notice, explanation or justification, therefore.</p> <p>Prior to the expiration of the period of Proposal validity, APCOM will award the contract to consultant/firm who obtains the highest score according to the Evaluation Methodology and Criteria.</p> <p>APCOM will send the successful bidder the Contract which constitutes the Notification of Award. Within 5 working days of receipt of the Contract, the successful bidder shall sign and date the Contract and return it to the APCOM office.</p>
15	Confidentiality	Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.



ANNEX 2. TOR – Terms of Reference

Position	Consultant for capacity strengthening and re-tooling for APCOM and partner organizations on effectively conducting online activities including online trainings/workshops, awareness raising campaigns and advocacy.
Project Name	Finance Inc: Developing a LGBTQI Inclusive Approach for the Asian Development Bank
Location	Remote
Reports to	SOGIESC Rights Officer
Duration of the Contract	15 days (within 1st week of October 2020-1st week of November 2020)

A. Project title

Finance Inc: Developing a LGBTQI Inclusive Approach for the Asian Development Bank

B. Project Description

Finance Inc is a 3-year project (2018-2020) being implemented by APCOM and its project partner organizations in Cambodia, Indonesia, Lao PDR and the Philippines. This project is supported by VOICE Global.

Finance Inc is anchored on the human rights principles of equality and non-discrimination as expounded in The Universal Declaration of Human Rights and other international human rights instruments which recognize that ‘*all human beings are born free and equal in dignity and rights,*’ and on the sustainable Development Goals (SDGs) principle of ‘*leaving no one behind.*’

This also aims to contribute to APCOM’s vision of ‘a world where all gay men, other men who have sex with men and people of diverse sexual orientation, gender identity, gender expression and sex characteristics can fully participate in and achieve sustainable development in all aspects of their health, rights and wellbeing.’

Project purpose

Finance Inc aims to strategically engage and advocate with the private sector, financial and development institutions, including the ADB for LGBTQI inclusion. Finance Inc also aims to contribute to capacity strengthening of LGBTQI organizations in engaging with financial institutions and the private sector.

More details about Finance Inc. can be found at the Finance Inc project compass which can be accessed [here](#).



Purpose of Consultancy

COVID-19 surfaced the need for organizations to be able to continue our work through on-line spaces. APCOM and our country partner organizations are increasingly using online platforms to conduct our advocacy and influencing activities and engagements.

To be able to effectively maximize online platforms in conducting activities, APCOM and our country partner organizations need to have the necessary knowledge and skills on online platforms, tools, and strategies which can be used to conduct our planned activities effectively.

These planned activities include trainings and workshops with the private sector for LGBTQI inclusion, awareness raising and advocacy activities to popularize LGBTQI inclusion.

Expected number of participants for the online capability strengthening training is 30 from various countries in Asia.

C. Scope of services

Design and conduct an online training for APCOM and our country partners to increase our knowledge and skills in using online platforms for our activities..

The online training should include:

- Online tools and platforms to conduct engagements to effectively conduct online trainings/workshops, awareness-raising, and advocacy activities.
- Use of online tools and platforms for effective conduct of online engagements and advocacy activities.
- Tools to evaluate online activities

D. Deliverables

Task 1 – Rapid mapping activity of online tools being currently used by APCOM and our country partners;

Task 2 - Design of an online training for APCOM and country partners;

Task 3 – Conduct of online training session/s using the approved design as stated in Task 2.

Task 4 – Post workshop report including presentations, evaluation, and recommendations.



E. SCHEDULES & MILESTONES

Payment will be made through bank transfer. Milestones can be negotiated. Please present your proposed payment schedule and milestones in your Technical and Financial Proposals

Payment Schedule	Milestones	Tentative Date of Delivery
First payment (25%)	Signing of contract	1 st week of October 2020
Second payment (25%)	Deliverable 2	2 nd week of October 2020
Third payment (25%)	Deliverable 3	4th week of October 2020
4 th and final payment (25%)	Deliverable 4	1st week of November 2020

F. DURATION

15 days spread within the 1st week of October 2020 and 1st week of November 2020.

G. QUALIFICATIONS

- Knowledge and expertise on online and digital tools for online trainings, workshops, awareness raising and advocacy activities.
- Ability to design and deliver an online training as required by the Terms of Reference.
- Excellent English skills.
- Demonstrable skills and previous engagements with similar deliverables
- Familiar with Southeast Asia context

Educational Requirement:

University degree related to Information, Communications and Technology or any course relevant to the tasks under this Terms of Reference.

Professional Experience:

3 years of professional working experience and providing consultancy in similar capacities as required under this Terms of Reference.

Has experience in working with organizations working on human rights and LGBTQI advocacy.

F. REPORTING & COMMUNICATION

The successful applicant for this consultancy with work closely and report to SOGIESC Rights Officer.



ANNEX 3. Evaluation Methodology and Criteria

Evaluation Methodology: Combined Technical and Financial Proposal

The weight of Technical Proposal is 80 percent with 800 maximum points. Any technical proposal with a score below 65% is rejected, and the financial file will remain unopened at the end of the selection process.

The Technical Proposal calculation is as follow: $(80 (\% \text{ technical proposal weight}) \times \text{Company total points}) / 100 (\text{maximum points}) = X\%$

The weight of Financial proposal is 20% with a maximum of 200 points

The Financial Proposal calculation is as follow:

Lowest bid proposed = maximum points = 200

Other bids are calculated as follow: $(200 (\text{maximum points}) \times \text{lowest price evaluated}) / \text{price under consideration} = \text{number of point}$

The Proposals will be ranked according to their Combined Technical and Financial Proposal scores.

The Company achieving the highest combined score will be invited for Negotiation and Contract Award.

Evaluation of technical proposal:

The quality of each technical proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of 800 points):

Expertise and Capability of Consultant/Firm		Points obtainable
A	One-page <u>value statement</u> is indicating why he/she or the proposed agency is the most suitable to carry out the assignment.	100
B	The Past and ongoing assignment/project details with results (relevant to the proposed assignment)	100
C	Training Plan, Approach & Methodology <ul style="list-style-type: none"> ○ Theory to the topic and drawing context ○ Establishing approach, objectives and expected results (same as mentioned in the ToR) ○ Content/Topics (agenda) ○ Plan, methodology, and techniques (adapting adult learning cycle) ○ Outline for Technical Assistance Plan ○ Timeline/work plan (with defined milestones) 	350



D	Quality Assurance and Monitoring <ul style="list-style-type: none">○ Strategy/Steps for quality control and check○ Measuring success indicators (before, during and after the training)	150
E	Detailed CV/Profile of the consultant/firm (Detail any specialized knowledge that may be applied to the performance of the TOR. Include experiences in the region.	100
65% of 800 pts = 520 pts needed to pass technical		800

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of **65%** or 520 points of the obtainable score of a maximum of **800** points for the technical proposal.



ANNEX 4. Format of Technical Proposal

Proposals not submitted in this format may be rejected. The Technical Proposal should include the following details,

Covering Letter (use the sample provided, please submit signed copy with organization seal)

To:

Date:

APCOM Foundation
48 Soi Udomsuk 13, Bangna-Nua
Bangna, Bangkok, 10260

We, the undersigned, hereby are pleased to submit the Technical Proposal in response to the RFP Reference number (XXX).

We, the undersigned, declare that we have read and understood the Terms of Reference, evaluation method, sample contract. We at this moment declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We have followed the Proposal Instruction Sheet and accordingly prepared our submission. We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

Signed: _____ [insert date of signing]

Name: _____ [insert complete name]

Position:

Technical Proposal

A) The proposer is requested to include a *one*-page value statement indicating why he/she/consulting firm is the most suitable to carry out the assignment.

B) The Past and ongoing assignment/project details with results (relevant to the proposed assignment)

C) Training Plan, Approach & Methodology

- Theory to the topic and drawing context (half page)
- Establishing approach, objectives and expected results (same as mentioned in the ToR)
- Content/Topics (agenda)
- Plan, methodology, and techniques (adapting adult learning cycle)
- Outline for Technical Assistance Plan
- Timeline/work plan (with defined milestones)

D) Quality Assurance and Monitoring

- Strategy/Steps for quality control and check
- Measuring success indicators (before, during and after the training)



E) Outline of; Trainers Guide/Manual and Workshop report

F) Detailed CV (Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in the region)

Important submissions

- Soft copies or link of previous work: Training package, module, guide/manual, workshop reports
- Minimum 3 references (Name, organization, nature of business/association, email address)



ANNEX 5. Format of Financial Proposal

Finance Proposal

The Financial Proposal must be prepared and submitted as a separate PDF file from the rest of the RFP response as indicated in (Annex 1). The components comprising the total price must provide sufficient detail to allow APCOM to determine compliance of proposal with requirements as per TOR of this RFP.

Instructions:

- Use the most recent daily consultancy rate (attach evidence, recent contract)
- Include airfare round trip (only economy) and daily stay and allowance estimated cost.
- Include any other ground travel or incidentals expected expenses based on your experience
- Please provide explanation/notes for each line item for clarity during evaluation
- Include any tax (%) applicable to this assignment as per your country law.

Company:					
Budget Code: N/A					
Assignment Title:					
Contract Period:					
Task (as mentioned in the ToR)	Number of days	Daily rate	Amount (USD)	Payment Schedule	Notes
A. Consultancy Fees					
Task 1: Rapid mapping activity of online tools being currently used by APCOM and our country partners;	0	0	-		25% 1 st Payment
Task 2: Design of an online training for APCOM and country partners;	0	0	-		25% 2 nd Payment
Task 3: Conduct of online training session/s using the approved design as stated in Task 2	0	0	-		25% 3 rd Payment
Task 4:	0	0	-		



Post workshop report including presentations, evaluation, and recommendations					25% 4 th Payment
			-		
Sub total			-		
Is there any tax applicable VAT			-		
Grand Total			-		

Signature of Financial Proposal

Signature/Stamp of Entity/Date

Name and position:



ANNEX 6. SAMPLE CONTRACT

CONSULTANCY CONTRACT – xxxxx

This agreement is made by and between **APCOM Foundation** (“APCOM”) and doing business at:

48 Soi Udomsuk 13, Bangna-Nua,
Bangna, Bangkok 10260, Thailand
Email: operations@apcom.org
Telephone: +66 2399 1145
TAX ID : 099-3-00032502-8

and independent Consulting Agency (**name of the consultant**) doing business at:

Address :
Office Phone:
Mobile Phone:
Email :
Tax ID Number

To provide consulting services and work on the xxxxxxxx under the APCOM- xxxx Programme.

1. Effective Date :

The duration of this assignment is effective from xxxxx and ends on xxxxx inclusive.

2. Terms of References :

Consultant shall complete the work as set forth in the Terms of References, which is attached hereto as Annexure-A and incorporated herein by reference. Consultants warrant that the obligations undertaken by him under this agreement shall be performed and completed in accordance with generally accepted industry standards, practices and principles applicable to the work.

3. Compensation :

(Consultant Name) shall be paid as per the estimated budget of xxxx (xxxxxxx), which included xxx Service Tax, as applicable, for actual number of days of engagement, for this specific assignment which will be binding on both parties, until and unless changed by an amendment. The estimated budget may undergo change during work plan development and increase or decrease in number of days may occur, if there is a change in estimated budget accordingly amendment will be made.

The compensation will be paid upon submission of invoice, as applicable upon completion of the assigned task. In the event of dispute between parties APCOM may withhold payments otherwise due to (Consultant Name) until a settlement of that dispute has been reached.



Beyond the compensation mentioned above, Consultant shall receive no allowance, remuneration or benefits from the organization during or after the effective date of this assignment.

4. Expense Reimbursement :

A well planned travel schedule will be developed by (Consultant Name), the travel plan of the Consultant must be approved by the appropriate reporting authority in APCOM before taking any travel. For the travel occurred under the contract (Consultant Name) can manage its own logistics based on the approval travel plan or sometimes APCOM can directly arrange.

5. Payment & Deliverables:

Consultant shall be paid in the manner detailed below (detailed deliverables and budget enclosed **Annexure-B**);

Payment Schedule	Milestones

Payments shall be made on submission of invoices (APCOM prescribed format), by APCOM Operation Unit, along with a satisfactory note/clearance note from the reporting supervisor at APCOM. Payment will be made by via wire transfer in favor of the (Consultant Name) as per the deliverable and payment schedule mentioned in the above table.

6. Reports :

Consultant shall complete tasks and submit reports on completion of each deliverables as desired in the **Annexure-A**, to **staff name and title**, for technical review and inputs copying to Finance Officer and Deputy Director at APCOM. However, the Deputy Director at APCOM shall be the final authority and approving the invoices.

7. Invoice Statements and Adjustments :

In the event that any invoice statement is found to be incorrect, that invoice statement shall be corrected immediately and an appropriate payment or adjustment shall be made between the parties.

8. Judge of Quality :



(Focal person) at APCOM shall be the judge to determine whether or not the task has been completed in a satisfactory manner. The approval of documents further with APCOM is solely responsible for communication. However final installment of the compensation shall be paid to (Consultant Name) only after approval of the final deliverable by the Deputy Director at APCOM.

9. Independent Service Provider Status:

(Consultant Name) is an independent and this contract is executed between APCOM and (Consultant Name) on Principal to Principal basis. The parties further agree that nothing in this contract shall be confused to create an employer / employee relationship, partnership or joint venture between the parties or between APCOM and any employee of APCOM. Further, neither APCOM nor (Consultant Name) is an agent of the other and parties have no right or authority to enter into any contract or undertaking in the name of / or for the account of the other party or to create or assume any obligation of any kind, express or implied on the other. This contract, and the duties to be performed by (Consultant Name) hereunder, shall not be assigned, outsourced in whole or in part.

10. Confidential Information:

(Consultant Name) may receive confidential information of APCOM and other Country Partners in connection with the performance of this contract. (Consultant Name) shall not disclose any confidential information of APCOM or its Country Partners to any person or other third-party or make use of such confidential information for own purposes at any time without APCOM prior written consent; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and (Consultant Name) has provided sufficient notice thereof to APCOM and a reasonable opportunity to defend against such disclosure.

Confidential information of APCOM, inter-alia shall include any information (written, oral or observed) relating to APCOM's : (a) donors and potential donors; (b) beneficiaries; (c) employees; (d) business and strategic plans; (e) finances; and (f) relationship with governmental entity. Confidential information of APCOM shall also include information specifically designated confidential by APCOM or which (Consultant Name) knows or reasonably should know is not generally known to the public. Notwithstanding the forgoing, confidential information of APCOM shall not include any information that is generally known to the public or readily ascertainable from publicly available sources. (Consultant Name) shall take steps necessary to assure that its employees comply with confidentiality clause specified in this contract.

11. Written Articles/Correspondence :

Any articles pertaining to activities written by (Consultant Name) or jointly with any other person during the course of this assignment for APCOM, and all correspondence that (Consultant Name) may have with other organizations in connection with APCOM activities shall become the sole property of APCOM and (Consultant Name) shall have no claim over the same.

12. Ownership of Work :



(Consultant Name) represents and warrants that all work created pursuant to this contract with APCOM and for its Country Partners shall be their original work and that no third party shall hold any rights in or to such work. APCOM shall have all right, title and interest in the said work and the work so created has been created for the use of APCOM who shall have the exclusive rights and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell to other external party (in whole or part) worldwide and/or to incorporate the submitted deliverables in any form, media, or technology whether now known or later developed the submission. However the support of (Consultant Name) Consulting Services may be acknowledged and specified.

13. Dual compensation :

(Consultant Name) hereby certifies and agrees that receipt of compensation for service to be provided under this contract shall not constitute dual compensation or compensation from sources other than APCOM.

14. Cancellation and Default :

APCOM may exercise any of the remedy under the following circumstances:

- APCOM may cancel the whole or any part of this contract, in APCOM's good faith judgement, (Consultant Name) fails to perform any other of the provisions of this contract, or by an act of commission or omission jeopardizes performance of this contract in accordance with its terms, and does not cure such failure or other act within a period of five (5) days' notice of such default.
- Further APCOM may not engage or consider the consultant for future assignments/work.

15. Early Termination of the Assignment :

If, for any reason, the Deputy Director, APCOM determines that the contract should be terminated, he can do so at his own discretion with sufficient notice writing. If, for any reason, (Consultant Name) should decide to terminate the contract prior to satisfactory completion of the task, consultant may do so at their discretion with prior notice in writing and only after handing over all notes, worksheets and drafts prepared to date and after a thorough de-briefing with Deputy Director, APCOM.

16. Compliance with Laws :

(Consultant Name) shall comply with all laws, regulations and orders applicable in connection with the performance of this contract.

17. Amendments and Modifications :

This contract can only be amended by written mutual consent of the parties (APCOM and (Consultant Name) to this contract. The amendments shall be documented and allotted a distinctive number.

No other correspondence between the parties, in any other manner whatsoever, shall be construed as binding in intent or as a modification, and /or mutual consent to modify this contract.



18. Certification regarding Terrorism :

Consultant hereby certifies that it has not provided and will not provide material support or resources to any individual or organizations that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

This agreement shall be in effect as of the date of signing by the parties, below.

_____	_____
Acknowledged by APCOM program/focal person	Authorised Signature for APCOM
(name)	(Panusart Poonkasetwattana)
Title	Executive Director
Date:	Date: :

I do hereby accept the terms and conditions of this assignment as set out in this agreement, and by my signature hereto, I bind myself to abide by these terms.

ACCEPTED:

Authorised Signature for (Consultant Name)
Name and title
Date:
Encl: as stated