REQUEST FOR PROPOSAL
Reference No: 2017/04

A Consultancy Assignment to review and update APCOM HR & Finance, Procurement Systems and Procedures Manual

Dear Sir/Madam,

APCOM hereby invites RFPs from firms for a consultancy assignment to review and update APCOM HR & Finance, Procurement Manuals and procedures.

The purpose of this consultancy service required is to review and update the existing Administrative & Finance, Procurement Systems and Procedures Manuals of APCOM Foundation and develop improved processes in line with international best practices and incorporating comments emanating from recent due diligence missions conducted by third parties. This process will ensure that APCOM Foundation’s financial and administrative systems are clearly documented, strengthened and robust.

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: Scoring
- Annex 4: Technical Proposal template
- Annex 5: Financial Proposal template
- Annex 6: Contract Sample

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

Yours sincerely,

Kularb Khongtaisong
Senior Finance Officer
APCOM Secretariat
Annex 1:

**Proposal Instruction Sheet (PIS)**

<table>
<thead>
<tr>
<th>No.</th>
<th>Instruction to Proposers</th>
<th>Specific Requirements</th>
</tr>
</thead>
</table>
| 1   | Deadline for Submission of Proposals | Date and Time: **September 30, 2017, 12 PM**  
City and Country: Bangkok, Thailand, for local time reference, see [www.greenwichmeantime.com](http://www.greenwichmeantime.com)  
This is an absolute deadline, the proposal received after this date and time will be rejected. |
| 2   | Manner of Submission | ☐ 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 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: operations@apcom.org  
**Not later than September 30, 2017** |
| 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. |
| 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: rangsits@apcom.org  
Proposers must not communicate with any other personnel of APCOM regarding this RFP.  
**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.** |
| 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 Term of Reference in Annex 2 |
| 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 | 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.  

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. 

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. |
| 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: Term of Reference

Terms of Reference for Proposals
To
Review and update APCOM Human Resources, Finance and Procurement Manuals

Introduction:

Founded in 2007, APCOM Foundation is a coalition of members - governments, UN partners, non-profits and community based organizations - from Asia and the Pacific. We represent a diverse range of interests working together to advocate on, highlight and priorities HIV issues that affect the lives of men who have sex with men (MSM) and transgender people, including rights, health and well-being.

The objective of this manual is to document all the policies and procedures to provide guidance to the chairman, members of the commission, Director General and members of staff of the APCOM for the employees in APCOM in regards to Administrative and Disciplinary functions and responsibilities for Good Governance. Also, it is to provide a regulatory framework as a simplified working guide, summarizing existing procedures, removing those that are obsolete and creating new of modified procedures to meet current developments and trends for efficient, effective and economic administrative an disciplinary system.

Objective:

To review and update the existing Human Resources & Finance and Procurement Manuals of APCOM Foundation and develop improved processes in line with international best practices and incorporating comments emanating from recent due diligence missions conducted by third parties. This process will ensure that APCOM Foundation's financial and administrative systems are clearly documented, strengthened and robust. Currently, APCOM has the following policy documents:

- Human Resources manual
- Finance manual
- Procurement manual

APCOM will contract the services of a consultant / firm with proven experience in developing, reviewing and setting up operational procedure manuals for INGOs

Scope of work:

Carry out an assessment of the existing operational procedures and practices and identify gaps and areas which may require improvement and strengthening. Specific work may include, but not limited to:

- Review the existing policies in line with international standard
- Review and update salary benchmarking with similar regional organizations
- Conduct interviews with staff on the implementation of the manual
- Provide recommendations on how to improve existing policies
- Present recommendations to the members of the management staff.
Deliverables:
The key deliverables for this assignment are:

1. Report and Findings of the review
2. Recommendations on the review of the following manuals:
   a. Human Resources Manual
   b. Finance Manual
   c. Procurement manual
3. Revised effective, accessible, comprehensible and well-designed manuals relevant to
   APCOM in line with all government legislation and regulations.
   a. Human Resources Manual
   b. Finance Manual
   c. Procurement Manual

Procedure of submitting Proposals
Technical Proposals
The consultant’s proposal should include, but not necessarily be limited to, the following:
- Organizational capacity and experience in Administration and Disciplinary Policy and
  Procedure Review and Update. (Should be included with the company profile)
- The service providers must demonstrate their experience in similar assignments and
  must illustrate their understanding of the services required
- Capacity and experience of the proposed team (attach CVs and qualifications)
- Relevant minimum qualifications in specialized Policy Development or HR or Labour
  Law of the proposed team.
- Demonstrate skills and capacity, level of relevant knowledge and experience of the
  proposed team.
- Testimony Letter/Contactable References

Financial Proposals
The financial proposal is to be based on a fixed fee and must indicate how the proposed overall
costs have been developed, including staff man hours and the relevant hourly/daily rates, and all
other relevant costs. Acceptance to the proposed schedule of payments is also to be indicated. The
financial proposal must be submitted in a separate sealed envelope clearly imprinted to indicate
the study for which it is being submitted

Supervision:
The consultant will report to the Deputy Director and working closely with Finance and
Administration

Applicants should submit the proposal by September 30, 2017 12PM Bangkok time, at the latest
to JoinUs@apcom.org

Any other question related to this RFP, please contact rangsits@apcom.org
**ANNEX 3 Evaluation Methodology and Criteria**

**Evaluation Methodology:** Combined Technical and Financial Proposal

The weight of Technical Proposal is 80 percent with 750 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: 
\[
\text{\% Technical Proposal weight \times Company total points} / 100 \times \text{maximum points} = X\% 
\]

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: 
  \[
  \text{200 \times lowest price evaluated} / \text{price under consideration - number of point} \]

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):

<table>
<thead>
<tr>
<th>Expertise and Capability of Consultant Firm</th>
<th>Points obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>A One page value statement is indicating why he/she or the proposed agency is the most suitable to carry out the assignment</td>
<td>100</td>
</tr>
<tr>
<td>B The Past and/or ongoing assignment/project samples (relevant to the proposed assignment)</td>
<td>100</td>
</tr>
<tr>
<td>C Service Proposal, including technical solutions, support and maintenance</td>
<td>300</td>
</tr>
<tr>
<td>D Detail timeline and Quality Assurance</td>
<td></td>
</tr>
<tr>
<td>- Propose Detail timeline</td>
<td></td>
</tr>
<tr>
<td>- Strategy Steps for quality control and check</td>
<td>150</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>- If it is a firm, then please include the team composition and CVs of all, but only the CV of lead consultant/trainer will be used for scoring:</td>
<td></td>
</tr>
<tr>
<td>- More than 2 years of experience</td>
<td></td>
</tr>
<tr>
<td>- Proven experience in developing web bases platform</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>100</td>
</tr>
</tbody>
</table>
- Experience working with UN, INGO, and Community-led organizations is a plus
- Experience working in the region is a plus
- Excellent command over language (English)

| 65% of 800 pts - 487.5 pts needed to pass technical | 750 |

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 65% or 487.5 points of the obtainable score of a maximum of 750 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:
Kularb Khongtaisong, Senior Finance Officer
APCOM Secretariat
661 Sukhumvit 2,
Klongtoey, Bangkok 10110
Thailand

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)
D) Proposed detail timeline and Quality Assurance
   o Detail timeline for project
   o Strategy/Steps for quality control and check

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

**Important submissions**
- Link of previous work: Website, application, design.
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)
- Operation cost is considered only when the proposal prove the need of these activities. Vendor should leave this part blank if no operation cost are needed. In case of traveling cost, please ensure the following instructions are followed:
  - 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.

<table>
<thead>
<tr>
<th>A. Consultancy cost</th>
<th>Number of days</th>
<th>Daily rate</th>
<th>Amount (USD)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- contd.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (pls. specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Operational cost (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare round trip to and from duty station</td>
</tr>
<tr>
<td>DSA Terminal cost (ground travel)</td>
</tr>
<tr>
<td>Visa fees</td>
</tr>
<tr>
<td>Other (specify)</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Applicable tax (0%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Total A + B + C</td>
</tr>
</tbody>
</table>
Signature of Financial Proposal

____________________________
Signature

Stamp of Entity

Date

Name and position:
CONSULTANCY CONTRACT

This agreement is made by and between APCOM – Asia Pacific Coalition on Male Sexual Health (“APCOM”) and doing business at:

……………………………
……………………………

and independent consultant Mr. XYZ doing business at:

……………………………
……………………………

To provide consulting services and work on the Web based Knowledge Management Platform under SHIFT programme.

1. Effective Date.
   The duration of this assignment is effective from ____________________________

2. Terms of References.
   Consultant shall complete the work as outlined 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 by generally accepted industry standards, practices, and principles applicable to the work.

3. Compensation:
   XYZ shall be paid as per the estimated budget of 0000 USD xxxxxxxxxxxxxx US Dollars, which included 0% Service Tax, as applicable, for an 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 workplan development and increase or decrease in a 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 an invoice, as applicable upon completion of the assigned task. In the event of a dispute between parties, APCOM may withhold payments otherwise due to XYZ 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 if applicable as per the ToR will be developed by XYZ the travel plan of the Consultant must be approved by the appropriate reporting authority in APCOM before taking any travel.

5. Payment & Deliverables:
Consultant shall be paid in the manner detailed below (detailed budget enclosed Annexure B);

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task xxx</td>
<td>Deliberables xxx</td>
</tr>
<tr>
<td><strong>As mentioned in the TOR</strong></td>
<td></td>
</tr>
</tbody>
</table>

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 **XYZ** 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 deliverable as desired in the **Annexure-A**, to Programme Manager, for technical review and inputs copying to Finance Officer and Executive Director at APCOM. However, the Executive Director at APCOM shall be the final authority and approve 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**:
   The Programme Manager at APCOM shall be the judge to determine whether or not the task has been completed satisfactorily. However, final installment of the compensation shall be paid to **XYZ** only after approval of the final deliverable by the Executive Director at APCOM.

9. **Independent Service Provider Status**:
   **XYZ** is an independent, and this contract is executed between APCOM and **XYZ** 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 **XYZ** 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 **XYZ** hereunder shall not be assigned, outsourced in whole or in part.

10. **Confidential Information**:
    **XYZ** may receive confidential information of APCOM and other Country Partners in connection with the performance of this contract. **XYZ** 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 **XYZ** 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 XYZ knows or reasonably should know is not known to the public. Notwithstanding the preceding, Confidential information of APCOM shall not include any information that is known to the public or readily ascertainable from publicly available sources. XYZ shall take steps necessary to assure that its employees comply with confidentiality clause specified in this contract.

11. Written Articles/Correspondence:
Any articles about activities written by XYZ or jointly with any other person during this assignment for APCOM, and all correspondence that XYZ may have with other organizations in connection with APCOM activities shall become the sole property of APCOM and XYZ shall have no claim over the same.

12. Ownership of Work:
XYZ represents and warrants that all work created under 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 right to publish the same. However, the support of XYZ Consulting Services shall be acknowledged and specified.

13. Dual compensation:
XYZ at this moment 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 remedies under the following circumstances:
- APCOM may cancel the whole or any part of this contract, in APCOM’s good faith judgement, XYZ 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 Executive Director, APCOM determines that the contract should be terminated, he can do so at his discretion with sufficient notice writing. If for any reason, XYZ should decide to terminate the contract before satisfactory completion of the task, the consultant may do so at their discretion with prior notice in writing and only after handling over all notes, worksheets and drafts prepared to date and after a thorough de-briefing with Executive Director, APCOM.

16. Compliance with Laws:
17. Amendments and Modifications:
This contract can only be amended by written mutual consent of the parties: APCOM and XYZ 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 at this moment 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 the act of terrorism.

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

____________________________
Authorised Signature for APCOM
Executive Director
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 XYZ
CEO
Date: