



REQUEST FOR PROPOSAL
Reference No: APCOM 2019/04

Photography Assignment for Photo Campaign

Dear Sir/Madam,

APCOM hereby invites RFP from individual professionals or firms for a consultancy assignment to photograph for Photo Campaign to use as key visual for organisation's photo library and also to promote testBKK's Online Booking Platform.

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 38 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 Foundation



1. Proposal Instruction Sheet (PIS)

No.	Instruction to Proposers	Specific Requirements
1	Deadline for Submission of Proposals	Date and Time: 07 July 2019, 11:59pm 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	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; <ul style="list-style-type: none"> • Technical Proposal: JoinUs@apcom.org • Finance Proposal: finance@apcom.org Not later than 07 July 2019, 11:59 PM
4	Language of the Proposal	Thai or English but related correspondence (emails), should be written in English.
5	Proposal Currencies	THB
6	Proposal Validity Period commencing after the deadline for submission of proposals	30 days
7	Technical proposal	<u>Technical proposal</u> shall not include any financial information. A technical proposal containing financial information may be declared non-responsive.
8	Financial proposal	The <u>financial proposal</u> shall be prepared using the proposed RFP forms (able to add more 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 person 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

A. PROJECT TITLE

Photography Assignment for Photo Campaign to use as key visual for organisation’s photo library.

B. PROJECT BACKGROUND

1) ABOUT APCOM

APCOM is a not-for-profit regional organisation based in Bangkok, Thailand, representing and working with a network of individuals and community-based organisations across 38 countries in Asia and the Pacific. 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.

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 address 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, criminalization and exclusion impact on the health outcomes of the communities we serve.

2) ABOUT TESTBKK

Started in 2014, TestBKK is a pilot and Bangkok-based campaign of TestXXX, APCOM’s flagship regional sexual health campaign targeting young gay men in Asia-Pacific cities with high HIV prevalence among gay men and other men who have sex men (MSM) demography. TestBKK aims to increase the HIV prevention, support and care service uptakes, while also empower young Thai gay men to exercise their sexual health and rights. By the end of 2018, TestBKK has contributed to more than 16,000 HIV service uptakes, such as HIV and STI testing, PrEP initiation, and ART retention, by young MSM in Bangkok. Currently, TestBKK has more than 72,000 Facebook Page follower, 60,000 YouTube channel subscribers and 10,000 monthly website visitors.

testBKK also aims to reach the Thai MSM who engage in chemsex and provide them access to HIV testing service. The campaign provides harm reduction information resources to YMSM who use drugs in Thailand. The resources include “Safer Hi-Fun” page (www.testbkk.org/hifun), “Alcohol and Drugs” microsite (www.testbkk.org/safeparty); both of which link to testBKK’s online booking platform and other HIV-related information resources.

C. SCOPE OF SERVICES

The photographer consultant, as an individual or as a team, is/are expected to take photograph and provide a set of high-res images that will be used as key visual(s) for testBKK’s new digital and print



campaign to encourage young Thai gay men who are at high risk to visit TestBKK's website (www.testBKK.org) and/or reserve HIV testing through TestBKK's online booking platform (www.testBKK.org/booking). These images will be used for organisation's publication (printing materials and/or digital platform), also to use for testBKK's ad campaigns on Facebook, Twitter Ads and other marketing channels such as print ads on magazine and digital ads on gay dating apps like Hornet and Grindr.

The talents used as the models for the images should be consisting up to three Thai gay social influencers who are famous among YMSM who are at high risk, i.e. those who engage in group sex or chemsex session.

In delivering the expected deliverables, the Consultant is expected to undertake the following tasks:

- prepare/outsourcing his/her/their own photography equipment and other tools needed to take and edit the photographs
- prepare/outsourcing his/her/their own photography crew to conduct the assignment
- scout and rent photography location/studio/set
- APCOM will scout and hire the models for the photography, which at least consist of up to three self-identified Thai gay social influencers who have a minimum of 10,000 followers on his Instagram account or Facebook Fan Page or Twitter account.
- provide APCOM with the breakdown of the total budget needed for the assignment prior to the D-day of the photography session
- provide a sketch/concept for DELIVERABLE b) and c) to APCOM and discuss/revise the sketch/concept until a consensus between the Consultant and APCOM is reached
- provide the wardrobe, styling and make up for the models
- provide the props that will be used by the models
- allow APCOM staff to be present in the set/studio during the photography session(s)
- direct and take the photographs with all of the models
- edit the raw photographs (enhance, retouch, resize the photographs using airbrushing and other techniques) into desired post-edited images
- store all of the post-edited and raw images in hard drive(s) or thumb drive(s) (storing the images in DVD is not allowed) and send it to APCOM

D. DELIVERABLES

The following outputs are expected from the assignment. Based on the proposed work plan the deliverables due date will be indicated later which is agreed by both the parties.

- a) Concept notes for deliverable b) and c) including mood and tone, reference pictures, and other relevant details for these keywords below:



- i. **HIV/AIDS related theme**
Men who have sex with men | Safe sex | Drug users | Sex worker | Prisoner | Antiretroviral treatment (ART) | HIV Counselling & Testing | Self-testing | Gender & Sex | STIGMA & DISCRIMINATION | PrEP | PEP | UNDETECTABLE = UNTRANSMITTABLE | Group sex | Party | Chemsex
- ii. **LGBTQI Rights theme**
Coming out | Closet | Discrimination | Equality | Harassment | Pride | Rainbow | Love | Celebrate | Oppression | Marriage | Freedom |
- b) Post-edited images with plain/white/no-noise background including solo full-length body shot and group editorial/creative photo shots, interacts with prop(s), portraying an interest of reaching keywords mentioned in clause a) in different situations and events (min. 20 items for each theme).
- c) Post-edited group editorial/creative photos within a landscape orientation including a group pose in which one or more of the talent(s) interacts with smartphone(s), portraying a situation of booking the test online via his/their smartphone and interacts with each other in sexually explicit ways (min. 12 items for each talent).
- d) Post-edited images with plain/white/no-noise background including solo full-length body shot of current APCOM Foundation’s Staff (10 staff)
- e) Behind-the-scene imageries (raw file, min. 30 items)
- f) Raw files of the taken photographs

Minimum resolution of each photo should be 300 dpi at 2000 x 3000 pixels. The format for post-edited images should be JPEG.

All of the images should be stored in a hard drive or thumb-drive that will belong as APCOM’s property at the end of the assignment.

E. PAYMENT SCHEDULE & MILESTONES

Payment will be made through bank transfer. The payment will be paid to the Consultant as per the below Batches:

Payment schedule	Milestones
50% First payment	Upon signing of the Contract/Agreement by both the parties
30% Second payment	Upon submission of satisfactory deliverables (deliverable # a, b, and c)
20% Third and final payment	Upon submission of satisfactory deliverables (deliverable # d, e and f)



F. DURATION

During: 1 – 31 July 2019

G. QUALIFICATIONS

The followings are the desired background and experience for candidate who would like to take on the assignment – as individual or as a team:

- 2 to 4-year experience in photography
- high level of creativity and initiative
- previous experience in taking photos of male models
- strong communication skills

F. REPORTING & COMMUNICATION

The recruited consultant/firm will closely work with the APCOMs, Programme, Advocacy and Campaigns Unit. The focal person for this assignment will be the Campaign Officer.

G. PREPARING APPLICATION

To apply for this position, the candidate should submit the following documents to APCOM at JoinUs@apcom.org

- a) CV (for individual applicant) or company resume (for team/firm applicant)
- b) web/URL address or PDF attachment showing previous relevant works samples
- c) proposal stating how many days needed to finish the assignment from the start until the submission of the deliverables
- d) proposal stating the fee to cover the assignment from the start until the finish
 - the figure for this fee must be absolute, including professional fee, wardrobe, styling, make up and props

For questions or enquiries for the position, please contact APCOM's Operations and Communications Officer Vaness Kongsakul at Vanessk@apcom.org



ANNEX 3. Evaluation Methodology and Criteria

Evaluation Methodology: Combined Technical and Financial Proposal

The weight of **Technical Proposal** is 85% with 500 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:

$$(85 (\% \text{ technical proposal weight}) \times \text{Company total points}) / 100 (\text{maximum points}) = X\%$$

The weight of **Financial proposal** is 15% with a maximum of 100 points

The Financial Proposal calculation is as follow:

$$\text{Lowest bid proposed} = \text{maximum points} = 100$$

$$\text{Other bids are calculated as follow: } (100 (\text{maximum points}) \times \text{lowest price evaluated}) / \text{price under consideration} = \text{number of point}$$

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 500 points):

Expertise and Capability of Consultant/Firm		Points obtainable
A	One-page value statement indicating the qualifications and value of individual applicant / agency to this assignment.	200
B	CV (for individual applicant) or company resume (for team/firm applicant), Web/URL address or PDF attachment showing previous relevant works samples	200
C	Proposal stating how many days needed to finish the assignment from the start until the submission of the deliverables	100
65% of 500 pts = 325 pts needed to pass technical		500

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of **65%** or 325 points of the obtainable score of a maximum of **500** points for the technical proposal.



ANNEX 4. Format of Technical Proposal

Technical proposal format is suggestive. However, you are able to use the format that you feel suitable with the assignment but should include the following details,

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

To:

Date:

*APCOM Foundation
28/4, Sukhumvit Villa, Sukhumvit 36
Klongton, Klongtoey, Bangkok, 10110*

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

Important submissions

- One-page value statement indicating the qualifications and value of individual applicant / agency to this assignment.
- CV (for individual applicant) or company resume (for team/firm applicant).
- Web/URL address or PDF attachment showing previous relevant works samples
- Proposal stating how many days needed to finish the assignment from the start until the submission of the deliverables



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 rate
- Please provide explanation / notes for each line item for clarity during evaluation
- Include any tax(%) applicable to this assignment as per your country law
- proposal stating the fee to cover the assignment from the start until the finish
The figure for this fee must be absolute, including professional fee, wardrobe, styling, make up and props
- Financial proposal format is suggestive. However, you are able to use the format that you feel suitable with the assignment. You are able to add more rows for new line items or deliverables if necessary

Company:				
Budget Code: N/A				
Assignment Title: Photography Assignment for Photo Campaign				
Contract Period: N/A				
Task (as mentioned in the ToR)	Number of days	Daily rate (THB)	Amount (THB)	Notes
Consultancy Fees				
Deliverable a, b, c:		0	-	
Deliverable d, e, f:		0	-	
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 – xxxx

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

28/4 Sukhumvit Villa, Sukhumvit Soi 36,
Klongtoey, Bangkok 10110, Thailand
Email: operations@apcom.org
Telephone: +66 2 399 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 xxxxxxx 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 handling 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
(name)
Title
Date:

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