



## Request for Proposal (RFP)

### Urban Development Smart Grid Roadmap – Christchurch Recovery Project

#### S EWG 08 12

#### Introduction

- A The APEC Secretariat is seeking proposals for the provision of the Works described in *RFP Schedule 1 – Statement of Requirement*.
- B Each Bidder to this RFP is expected to:
- (i) fully inform themselves on all aspects of the work required to be performed;
  - (ii) submit its proposal on the template provided at *RFP Schedule 2 – Proposal*, including the signed Declaration by Bidder at the end of *Schedule 2*; and
  - (iii) submit its proposal in accordance with *RFP Schedule 1 – Statement of Requirement* and with due note of *RFP Schedule 5 – Evaluation Criteria*.
- C Each Bidder, by submitting its proposal, agrees that the proposal is subject to the RFP Schedule 4 – Standard Conditions of Proposal, and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed. Any Contract will incorporate the APEC policies and guidelines identified in RFP Schedule 3 - Special Conditions of Proposal and the contract at RFP Schedule 6 - Standard Contract Conditions.
- D Bids from contractors based in non-member economies and bids from international organisations may be considered. However, priority is given to suitably qualified tenders from member economies.

#### Structure of the RFP

The RFP has six parts:

- **Schedule 1: Statement of Requirement**
- **Schedule 2: Proposal Template**
- **Schedule 3: Special Conditions of Project Proposal**
- **Schedule 4: Standard Conditions of Request for Proposal**
- **Schedule 5: Evaluation Criteria**
- **Schedule 6: APEC Standard Contract Conditions**

**RFP Schedule 1 – Statement of Requirement**

**Key Dates and Details**

<b>Event</b>	<b>Dates</b>
Closing Time for submission of Proposals	6 December 2012 at 17.00 (Singapore time)
Method to Submit Proposal	<p><b>Proposals must be submitted to:</b></p> <p>Attention: Mr Luis E VERTIZ            Program Director            APEC Secretariat            35 Heng Mui Keng Terrace            Singapore 119616            Email: <a href="mailto:lev@apcc.org">lev@apcc.org</a></p> <p><b>and be copied (electronic file only) to</b></p> <p>Mr Tim Taylor            Email: <a href="mailto:tim.taylor@eeca.govt.nz">tim.taylor@eeca.govt.nz</a></p> <ul style="list-style-type: none"> <li>▪ Emails and envelopes should note the project number: (S EWG 0812) and arrive by the closing time specified.</li> <li>▪ Proposals should be no more than 15 pages in length (20 pages total including appendices) or 5MB for electronic files.</li> </ul> <p>Proposals lodged in any manner other than as detailed in this paragraph, or that are submitted after the deadline shall be deemed to be invalid and may be excluded from consideration.</p>
Number of Copies to be Submitted	<p>The Bidder shall submit <b>one original</b> hard copy and one electronic version (in PDF format) of its detailed Proposal.</p> <p>Decisions will be taken on the basis of the original hard copy written Proposal. In the event of any discrepancy between the original and copy thereof, information contained in the original hard copy shall be accepted as correct and shall prevail over any statements contained in the copies.</p>
Contact Person (Project Overseer)	<p>Tim Taylor            Senior Advisor - Energy Partnerships            Energy Efficiency and Conservation Authority            New Zealand  <a href="mailto:tim.taylor@eeca.govt.nz">tim.taylor@eeca.govt.nz</a></p>
Additional Information	<p>All interested bidders should register their interest with the Project Overseer, in order to be advised of any additional information or responses to questions. Any questions or requests for additional information should be addressed to the Project Overseer.</p>
Expected execution date of Contract	18 January 2013
Date Works are to be completed	The Works are required to be completed on or before 26 April 2013 (based on the proposed timeline).

## **The Works**

The APEC Secretariat is seeking proposals for contractors to undertake research for the *Urban Development Smart Grid Roadmap – Christchurch Recovery Project*.

### **Background**

#### **Project Relevance and Alignment to APEC**

This project aligns with the APEC Leaders' Growth Strategy principles of sustainable green growth and innovative growth by promoting investment, trade, and deployment of energy efficient technologies, as captured in the Fukui Declaration from the Ninth Energy Ministers Meeting (EMM-9) in June 2010; and reinforced in the 2011 Leaders Honolulu Declaration.

The Fukui Declaration from the Ninth Energy Ministers Meeting, states that “smart grid technologies... can help to integrate intermittent renewable power sources and building control systems that let businesses and consumers use energy more efficiently, and they can also help to enhance the reliability of electricity supply, extend the useful life of power system components, and reduce system operating costs.”

As directed through EMM-9, the APEC Energy Working Group has started the APEC Smart Grid Initiative (ASGI) to evaluate the potential of smart grids to support the integration of intermittent renewable energies and energy management approaches in buildings and industry. This project links to the ASGI, and the Energy Smart Communities Initiative (ESCI) established under the Energy Working Group in November 2010, of which ‘Smart grids’ are one of four ‘pillars’.

Establishing an ‘Urban Development Smart Grid Roadmap’ for the establishment of smarter grid systems as part of the recovery of Christchurch City will be a relevant contribution to Phase 2 of the APEC Smart Grid Initiative (ASGI) - Smart Grid ‘Roadmap’ and could provide a foundation for contributing to Phase 3 - Smart Grid Test Beds. The Christchurch Roadmap will be produced through a study of opportunities for deployment of smarter grid technologies in a significant urban redevelopment process, in this case the rebuilding of Christchurch.

This project will be able to draw on the findings of ASGI Phase 1 Projects:

- *Using Smart Grids to Enhance the Use of Energy Efficiency and Renewable Energy Technologies* (EWG 01/2009S) [http://publications.apec.org/publication-detail.php?pub\\_id=1152](http://publications.apec.org/publication-detail.php?pub_id=1152)
- *Addressing Grid-interconnection Issues in Order to Maximize the Utilization of New and Renewable Energy Sources* (EWG 02/2009). [http://publications.apec.org/publication-detail.php?pub\\_id=1125](http://publications.apec.org/publication-detail.php?pub_id=1125)

Sitting as they do around the Pacific ‘ring of fire’, APEC member economies are well acquainted with natural disasters. This project in Christchurch will provide valuable learning for the APEC communities on the role that smart grids can play in embedding efficient and renewable energy systems into a disaster recovery process. The rapid pace of urban development in the APEC region also means that the findings of this study will also be relevant to major urban development projects that are part of the ongoing development process.

#### **Christchurch and New Zealand Context**

In 2010 and 2011 the city of Christchurch in New Zealand was hit by a series of destructive earthquakes. The recovery process in Christchurch offers a unique opportunity to consider investment in more efficient and renewable energy systems.

The electricity grid has performed relatively well in the earthquakes. Temporary repairs were quickly implemented, and long-term repairs are ongoing. However, the scale of built and municipal infrastructure replacement that will occur in Christchurch over the coming years means that investment choices made now for will have long lasting effects.

One area of rapid development in energy infrastructure is that of smart electricity grid networks. The 'smart grid' concept encompasses: improved data collection and information communication in the electricity system, to allow more complex and automated control. Smarter grids can enable better asset management, greater energy efficiency and more distributed renewable generation. Ultimately, they can provide an improved service for businesses and residents and a more sustainable electricity system. Therefore, how Christchurch can best develop smarter grid systems as part of the city's infrastructure rebuild is worthy of investigation.

A Project Steering Group has been formed in New Zealand, and is made up of representatives from the Energy Efficiency and Conservation Authority (EECA), Transpower (the national grid system operator), The Ministry of Business Employment and Innovation (MBIE), and the Electricity Authority (EA). EECA is the Project Overseeing organisation

Key pieces of recent work in New Zealand on smarter electricity networks that should be used to inform this project are:

- Electricity Networks Association 2012 report on The Case for Development of Smart Network Technologies in New Zealand with an accompanying paper on regulatory opportunities. [www.electricity.org.nz](http://www.electricity.org.nz)
- Imperial College London and Meridian Energy Limited 2012 report on Smart New Zealand Energy Futures: A Feasibility Study. [www.meridianenergy.co.nz/company/investors/reports-and-presentations/other-reports-and-documents](http://www.meridianenergy.co.nz/company/investors/reports-and-presentations/other-reports-and-documents)
- Parliamentary Commissioner for the Environment 2009 report: Smart electricity meters: How households and the environment can benefit [www.pce.parliament.nz/publications/all-publications/smart-electricity-meters-how-households-and-the-environment-can-benefit](http://www.pce.parliament.nz/publications/all-publications/smart-electricity-meters-how-households-and-the-environment-can-benefit)

## Objectives of the project

The objective of this project is to prepare a *Roadmap for Achieving a Smarter Grid through the Christchurch Recovery*. The Roadmap will set out a practical course of action to cost-effectively maximise the social, environmental and economic benefits of a smarter grid system in Christchurch.

The project is to provide a guide for smarter grid development during the Christchurch rebuild, as well as findings that are of value for New Zealand and a case study that is relevant to the APEC community.

## Scope of Works

The selected Contractor will be required to undertake research and produce a Project Report and *Roadmap for Achieving a Smarter Grid through the Christchurch Recovery* in accordance with the following headings and associated scope of works. Note the requirement for the completion of draft Chapters during the project.

1. Review of smart grids and Christchurch situation to provide context for this project, including at least the following:
  - Describe the local electricity grid context and answer the question: 'how smart are New Zealand grid systems already?' Review historical New Zealand research into smart grids and current initiatives and include consultation with the Steering Group.
  - Provide an overview of international knowledge and leading initiatives relating to smarter electricity grids (including APEC projects under the ASGI as noted above).
  - Based on this review, agree with the Steering Group how a 'smarter grid' will be defined for the purposes of this project

- Highlight existing lessons and knowledge of smart grids that can be transferred to the New Zealand and Christchurch context.
  - Produce this context review of smart grids and Christchurch situation as a draft chapter of the final report, for review by the Steering Group (see Deliverables and Timeline section).
2. The potential benefits associated with development of smarter grid systems in New Zealand and Christchurch.
- Discuss the range of potential social, environmental and economic benefits that can result from developing a smarter grid system.
  - Consider and briefly discuss a counterfactual business-as-usual scenario in Christchurch.
  - Consider the cost/benefit conclusions of the recent ENA, PCE and LSE/Meridian reports (noted above), and the status of the current Transpower Demand Response project. Discuss with Orion and other Local System Operators work that they have done on their business case for smart grid investments. In this context comment on the anticipated 'order of magnitude' benefits of developing a smarter grid system in New Zealand.
  - Comment on the opportunities presented by the significant infrastructure repair and rebuild in Christchurch context. Pay special attention to the likely technical lock-in that would occur in a business-as-usual approach, and how this might alter assumptions about the perceived value of smarter grid investments made today.
  - Discuss briefly any potential flow-on benefits to New Zealand from developing a smarter electricity system in Christchurch during the recovery process.
  - Produce a draft chapter of the final report covering the potential benefits associated with development of smarter grid systems in New Zealand and Christchurch, for review by the Steering Group (see Deliverables and Timeline section).
3. Harnessing a smarter grid to achieve greater energy efficiency and renewable energy use.

A smarter grid could assist with electricity demand management. Demand can potentially be directed away from peak times to reduce the need for generation and transmission infrastructure that is required to meet peak demand loads. In New Zealand it is expected that this will also shift demand from times when fossil fuel is used to generate electricity, but this can be investigated further. This section will have a New Zealand national focus.

- Examine what are, or could be, economic and policy drivers for achieving greater efficiency and renewable energy use through a smarter grid. Consider (at a minimum), reduced CO<sub>2</sub> costs, transmission costs, generation costs, cost savings to businesses and households, and the wider social and environmental costs of the electricity system.
- What drivers could be used to shift flexible demand to times where there is a surplus of renewable energy?
- Discuss opportunities to achieve sustained demand reduction in addition to peak load shifting, through smartening the grid.
- Transpower is currently working on a project to capture the benefits of demand response in terms of deferred or reduced transmission infrastructure investment costs. Once the DRBizNet platform is established as a wholesale market for demand response, what

else needs to happen to harness the wider potential benefits of demand reduction and load shifting?

- Produce a draft chapter of the final report covering how a smarter grid could help to achieve greater energy efficiency and renewable energy use in New Zealand, for review by the Steering Group (see Deliverables and Timeline section).

#### 4. The Intermediary Market

To maximise the potential benefits of Transpower's new demand response market platform it is expected that intermediary 'Curtailment Service Provider' companies will need to start providing demand response aggregation services. This would include, but may not be limited to, Local System Operators. The most up to date lessons from the Transpower project will inform this work. It is also plausible that renewable supply aggregation could become a role in this intermediary space.

- Provide an assessment of the current market in New Zealand for curtailment service providers and expectations for development in this area. Is there a case for government or industry support (either financial or advisory) to accelerate development in this space? What other assistance or support could be of value?
- Is there a case for intermediary organisations acting as aggregators of embedded renewable generation, and if so, what are the likely implications and needed next steps?
- What are the implications of demand reduction and renewable generation for the management of local networks? What coordination is needed to ensure stability and thus that the desired benefits of load control are achieved?
- Produce a draft chapter of the final report covering the intermediary grids market in New Zealand, for review by the Steering Group (see Deliverables and Timeline section).

#### 5. The Local Grid System

This part of the project will focus on the existing Orion network around Christchurch City, but should include some comparison to other local networks in New Zealand.

- Discuss the role of the Local System Operator (LSO) in managing the variable supply and demand that results from increasing renewable generation connectivity and demand response activity. What investments in the local grid are likely to be required to 'smarten' the local network to better manage the increased variability?
- How do the potential benefits of being able to call up demand response align at a local system level against the national level?
- What investments in the local network are likely to be required to connect to a smarter national grid with the DRBizNet platform, and to smarter buildings and infrastructure?
- Following the experience in Christchurch, discuss opportunities to invest in improving grid system resilience. Consider ways that damage impacts can be localised through distributed generation supporting local areas and how improved system communications can accelerate fault detection and repair. Note the likely costs of such investments.
- Discuss whether the LSO is likely to capture enough of the benefits from a smarter network to make the necessary investments. Discuss the conclusions of the recent ENA report. This discussion should link to the work required under Section 3 to consider mechanisms that connect the national benefits of smarter grid systems to the actors incurring the costs of developing the infrastructure.

- Produce a draft chapter of the final report covering the local grid system, for review by the Steering Group (see Deliverables and Timeline section).

## 6. Linking 'smarter buildings' with a smarter grid

- Building Management Systems (BMS) for commercial buildings and SCADA or similar systems for industrial facilities are relatively well developed tools. Discuss briefly the 'current state of play' and provide recommendations for ensuring that such systems are able to interact with a smarter grid and the DRBizNet platform being introduced by Transpower.
- Review options for smarter home management systems. In New Zealand the 'ripple control' system already enables significant demand response of hot water heating. Describe current options for smarter home systems that enable a wider range of appliances to be used for demand response, and allow simpler integration of small scale renewable generation. Is there a case for encouraging the installation of home management systems in rebuilt Christchurch houses?
- Discuss what is needed for the effective integration of electric vehicle charging in New Zealand homes. What is needed to align EV charging with demand response signals, price signals and/or times of surplus renewable supply?
- Discuss the current state of standardisation of products for integration with smart grids internationally, and opportunities to promote the use of smarter grid compatible appliances in smarter buildings.
- What is known about customer expectations or appetite for smarter building systems? Investigate and describe the likely gap between theoretically available demand response, and what users are willing to accept in terms of automated control. Consider residential, commercial and industrial customers.
- Discuss how the costs of smarter building systems compare to the likely benefits for businesses and homeowners.
- Do current incentives for demand response drive an appropriate investment in smarter buildings by building owners? What information and education could assist in building owners to understand opportunities to develop smarter buildings as they rebuild in Christchurch.
- Produce a draft chapter of the final report covering smarter buildings, for review by the Steering Group (see Deliverables and Timeline section).

## 7. Metering

- Provide an overview of electricity meters currently installed in Christchurch, and discuss their suitability for integration of buildings (homes, commercial and industrial) into a smarter grid network.
- If improvements to existing meters are necessary, describe what steps could be taken, in parallel to improvements in building and grid 'smartness'.
- Produce a draft chapter of the final report covering metering, for review by the Steering Group (see Deliverables and Timeline section).

## 8. Smarter Infrastructure and Agriculture

- Discuss briefly the potential to integrate energy-using infrastructure such as public and street lighting into a smarter grid.
- Comment briefly on the potential to extend smarter grid infrastructure into Canterbury to integrate agricultural systems (especially irrigation) and improve grid resilience for rural communities.
- Produce a draft chapter of the final report covering smarter infrastructure and agriculture, for review by the Steering Group (see Deliverables and Timeline section).

## 9. Final Project Report

- The findings from the scope of work described in points 1-8 above are to be presented in the final Project Report, which will be made publically available. A brief executive summary is required.
- The Project Report will need to include conclusions relevant to developing smarter grids in New Zealand, based on the findings of this study focussed on Christchurch.
- Guiding principles of relevance to the APEC Community for developing smarter grids also need to be included in the Project Report. These should be based on the lessons learned from this project; and should be generalised to relate to major urban developments that may be new, as well as part of a disaster recovery rebuild. The lessons from this project need to be generalised in a way that takes into account that there are different grid systems across APEC countries.
- The selected contractor should consider the use of scenarios in presenting the conclusions of the project report, and discuss this with the Steering Group during the project.
- The Project Report must comply with the APEC Publication and Logo Guidelines and Copyrights before they are published. The guidelines can be downloaded from the website at [www.apec.org/About-Us/About-APEC/APEC-Logo-Use.aspx](http://www.apec.org/About-Us/About-APEC/APEC-Logo-Use.aspx)
- Comments received on the draft chapters should be incorporated into the Draft Final Report.
- A draft of the Project Report is to be reviewed by and Steering Group, the APEC Secretariat and the APEC Energy Working Group prior to being finalised. This is to be produced in accordance with the Deliverables and Timeline outlined in the following section.
- The final Project Report is to be produced in accordance with Deliverables and Timeline section, dependent on comments on the draft Project Report being received in the necessary interval.

## 10. Roadmap for Achieving a Smarter Grid through the Christchurch Recovery

- The findings presented in the Project Report are to be translated into a *Roadmap for Achieving a Smarter Grid through the Christchurch Recovery*
- The Roadmap should take a 'who needs to do what, when' approach, outlining practical steps that different actors (especially the steering group organisations) need to undertake to achieve a smarter grid system in Christchurch.
- Key areas requiring collaboration between different actors and organisations should be identified.
- A longer-term view will be important, but the focus should be on short and medium term actions during initial recovery period over the next 5 years.
- Any scenarios used in the Project Report should also be discussed in the Roadmap.
- Recommendations included in the Roadmap should include a brief discussion of the likely economic viability of any suggested investments, but the expectation is that the detailed business case development for smarter grid investments should be part of the actions that different actors need to undertake.
- The Roadmap should be a well presented and succinct PDF document (ready to print) that is accessible to a wide audience. An executive summary is required. It will be made publically available.
- The Roadmap must comply with the APEC Publication and Logo Guidelines and Copyrights before they are published. The guidelines can be downloaded from the website at [www.apec.org/About-Us/About-APEC/APEC-Logo-Use.aspx](http://www.apec.org/About-Us/About-APEC/APEC-Logo-Use.aspx)
- A draft of the Roadmap and the final *Roadmap for Achieving a Smarter Grid through the Christchurch Recovery* should be delivered in accordance with Deliverables and Timeline section.

### Expected Deliverables and Timeline

The expected deliverables and a suggested timeline are presented below. If Bidders feel that it is necessary to propose a different timeline for this project that will be acceptable, but a commitment to meeting the proposed timeline will be looked on favourably in the evaluation. The driver behind this is to make the findings of this project available as soon as possible to influence the Christchurch Recovery process.

#	Deliverable	Format	Quantity	Due Date
1	Deadline for submission of proposal	According to RFP requirements	1 hardcopy 1 electronic copy	6 December 2012
2	Proposal evaluation and selection by a panel of representatives from APEC Member Economies	Not applicable	-	11 January 2012
3	Negotiation of contract details between the APEC Secretariat and the successful Bidder	According to APEC Standard Contract Conditions	2 originals	18 January 2013

4	Produce draft chapters as per tasks 1 & 2 of the project scope	Draft electronic MS word files	1 electronic copy	4 weeks after contract agreement
5	Produce draft chapters as per tasks 3-5 of the project scope	Draft electronic MS word files	1 electronic copy	7 weeks after contract agreement
6	Produce draft chapters as per tasks 6-8 of the project scope	Draft electronic MS word files	1 electronic copy	9 weeks after contract agreement
7	Produce Draft Project Report and Roadmap	Draft electronic MS word files	1 electronic copy	11 weeks after contract agreement
8	Produce final Project Report and <i>Roadmap for Achieving a Smarter Grid through the Christchurch Recovery</i>	Publication-ready electronic files for printing (pdf and MS Word)	1 printable pdf file and 1 MS Word file	14 weeks after contract agreement

### Duties of Selected Contractor

The selected Contractor will be required to:

- Undertake research work that addresses all aspects of the Project Scope. The expectation is that this will involve a significant amount of direct contact with stakeholders in New Zealand. Bidders should outline their proposed approach to the research in their proposal.
- Maximise the effectiveness of the budget allowed for this project. This means exploring opportunities to improve the robustness of the Roadmap that will be delivered from this project. Where changes or additions are required to the project scope, these are to be raised first with the Project Overseer and approved by the Steering Group. Bidders are welcome to propose additions or modifications to the project scope as part of their Proposal and proposed approach.
- To provide regular updates on progress and discuss how the delivery of the project can be improved. A representative for the Contractor will be expected to meet monthly with the Project Steering Group in Wellington, New Zealand, and fortnightly with the Project Overseer (ideally in Christchurch).
- Produce draft chapters, draft Project Report and Roadmap documents and final Project Report and Roadmap documents as outlined in the Expected Deliverables and Timeline section.
- Comply with all APEC Publication and Logo Guidelines and Copyrights before reports are published. The guidelines can be downloaded from the website at <http://www.apec.org/About-Us/About-APEC/APEC-Logo-Use.aspx>.

### Reporting and Coordination Arrangements

The selected Contractor will be required to liaise closely and work in collaboration with a Project Overseer in performing the Works in the Contract. The selected Contractor will keep the Project Overseer informed of progress of the Work, timelines and budget. The Project Overseer will be assigned by the APEC Member Economy that has requested this project.

## Milestones and Terms of Payment

#	Milestone Deliverable	Due Date	Means of Verification	Payment Schedule
1	<i>Draft Chapters 1-5</i>	8 March 2013	<i>Review by Steering Group</i>	25% of contract value
2	<i>Draft Final Report and Roadmap</i>	5 April 2013	<i>Review by Steering Group</i>	40% of contract value
3	<i>Final Report and Roadmap</i>	26 April 2013	<i>Review by Steering Group and APEC Secretariat</i>	35% of contract value

## Qualifications of Bidder

The Bidder will need to supply evidence of their ability and experience to undertake the scope of work and duties specified in this Request for Proposal. Bidders should explain their proposed approach to the Works.

Bidders are expected to demonstrate at least the following qualifications:

- A breadth and depth of knowledge of smart grid systems and technologies
- Experience and knowledge of smart grid developments around the world (New Zealand organisations are recommended to consider partnering with an international organisation if necessary to ensure that sufficient international experience is demonstrated)
- A depth of understanding of the New Zealand electricity sector including infrastructure, markets and the regulatory environment (international organisations are recommended to consider partnering with a New Zealand organisation if necessary to ensure sufficient New Zealand experience is demonstrated)
- Experience and expertise in undertaking similar consultancy services in APEC Member Economies
- Evidence of the capacity to deliver high quality products on time and within budget; including provision of references where possible.
- Proven analytical, research and plain English report writing skills

## Budget

A budget of up to US \$90,000 (inclusive of all taxes GST/VAT) is available for a selected Contractor to complete the identified deliverables.

The Bidder is required to prepare a detailed itemised cost proposal in the 'Pricing' section of their proposal (see template in Schedule 2), including contractor costs and consultancy fees with unit costs/rates and the number of hours/days proposed to be devoted to the project. Any travel costs should be itemised but included in the contractors costs.

## **Facilities and assistance proposed by the Project Overseer's economy**

The Project Overseer (EECA) and the Steering Group will assist the selected Contractor to make necessary contacts with stakeholders in this project. EECA will arrange any printing of the final report and the Roadmap.

## **Standards and Best Practice**

Bidders should demonstrate a knowledge of international standards and best practice in the smart grid area. Demonstration of adherence to relevant international best practice standards will be looked on favourably, but is not specifically required.

## RFP Schedule 2 – Proposal Template

Instructions to assist Bidders to complete their proposal have been included as white text on a black background and these should be deleted in preparing your proposal.

**Instruction to Bidders:**

Ensure your response covers off on the evaluation criteria identified in Schedule 5 - Evaluation Criteria.

Proposals should be no more than 15 pages in length (20 pages total including appendices). Electronic files should be no more than 15MB in size.

### **Bidder's Details**

Full legal name and postal address:

Business registration number (if applicable):

#### ***Contact Officer***

For all matters relating to this RFP, the Bidder's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

#### ***Contract Manager***

**Instruction to Bidders:**

Bidders should provide the requested details of the person who is the Bidder's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

Email:

### **Bidder's Proposal**

**Instruction to Bidders:**

Bidders should describe how they will meet the requirements set out in Schedule 1. Include Method and Work plan.

### **Proven Capacity**

#### ***Statement of Skills and Experience***

**Instruction to Bidders:**

Bidders should provide evidence of their skills and experience in providing the Works. Give evidence of why you/your company/your team members are most capable to deliver the Works. Include brief relevant references and Referee contacts. Ensure this responds to the requirements of this project, identified in Schedule 1 "the Works".

**Specified Personnel**

**Instruction to Bidders:**

List who will do what. Attach CVs where appropriate. Note that any fees shown in this table form part of the pricing itemised budget below – they are not additional. If no Specified Personnel insert “Not applicable”.

Name	Position/Role	Rate (\$USD, inclusive of taxes)	Anticipated Time	Total for Person
<b>Total (inclusive of tax)</b>				<b>\$USD</b>

**Subcontractors**

**Instruction to Bidders:**

Bidders must provide (in the form of the table below) details of any subcontractors that the Bidder proposes to engage to deliver the Works and an explanation for using subcontractors. If no subcontractors will be used insert “Not applicable”.

Proposed subcontractor (full legal name)	Scope of works to be subcontracted and technical significance	Fees and associated expenses (inclusive of tax)

**Pricing**

**1. Itemised budget (all pricing must be inclusive of taxes)**

**Instruction to Bidders:**

Prepare a detailed itemised budget in your proposal, including specification of:

- Consultancy fees and administrative support charges (including any travel costs), with unit cost and the number of hours/days proposed to be devoted to the project;

If there are reimbursable items in your proposal (if stated in the RFP Schedule 1), refer to the Guidebook on APEC Projects that sets out guidelines for reimbursable items.

**Conflict of Interest**

**Instruction to Bidders:**

This is a mandatory field, a response is required.

If there is no conflict of interest then state that.

If a real or perceived conflict of interest exists with the submission of a proposal, or would exist if the Bidder entered into a contract with the APEC Secretariat for the Works in this proposal, full details should be included here. Detail a plan to manage the conflict of interest.

**Standards and Best Practice**

**Instruction to Bidders:**

If there was a requirement in Schedule 1, you must respond here.

***Bidders must complete and sign a Declaration in the form presented below.***

**Declaration by Bidder**

The Bidder proposes to provide the Works described in *Schedule 1* to the RFP (*Statement of Requirement*) on the following terms:

- the RFP Schedule 1 - Statement of Requirement;
- the proposal is submitted according to Schedule 2 – Proposal Template;
- the RFP Schedule 3 – Special Conditions of Proposal;
- the RFP Schedule 4 - Standard Conditions of Request for Proposal; and
- the APEC Standard Contract Conditions described at RFP Schedule 6.

These documents collectively comprise the Bidder’s “**Proposal**”.

**The Proposal**

The Bidder agrees to enter into a contract to provide the Works in accordance with its Proposal in the form of the *Standard Contract* at Schedule 6 of this RFP which incorporates by reference APEC Terms and Conditions of Contract, and in accordance with APEC Guidelines referenced in RFP Schedule 3.

The Bidder agrees that the APEC Secretariat may accept or decline the Bidder’s Proposal at its discretion. No commitment or contract exists until a contract in the form of the *Standard Contract* is executed by both parties.

The Bidder agrees that participation in any stage of the RFP process is at the Bidder’s sole risk and cost.

**Conflict of Interest**

At the time of submitting a proposal, the Bidder agrees there is no conflict of interest (real or perceived) unless specifically and clearly identified in their proposal (see Schedule 2, under heading Additional Information) with a recommended plan to manage the conflict of interest.

The Bidder agrees to notify the APEC Secretariat immediately if an actual or potential conflict of interest arises.

..... Signatory’s printed name:	..... Signatory’s signature:
..... Signatory’s Position	..... Date
..... Signatory’s Phone Number	..... Signatory’s Email Address

## **RFP Schedule 3 – Special Conditions of Proposal**

### 1. APEC POLICIES

Bidders should familiarise themselves with APEC Policies, Guidebooks and Guidelines as they are all applicable to the management and delivery of APEC projects:

- (a) Guidebook on APEC Projects;
- (b) APEC Logo Guidelines; and
- (c) APEC Publications Guidelines.

These Policies describe APEC's approach to contracting activities, expectations of team members and contractors, and state specific requirements for use of APEC logo, branding and APEC nomenclature and other publishing requirements. Bidders are encouraged to access and inform themselves of this set of guidelines which are available on APEC's internet site at <http://www.apec.org/en/About-Us/About-APEC/Policies-and-Procedures.aspx>

## **RFP Schedule 4 – Standard Conditions of Request for Proposal**

### **1. GENERAL**

Bidders should submit proposals in the format provided at RFP Schedule 2 – Proposal Template, in response to the requirements stated in RFP Schedule 1. Proposals must be provided in English and with prices quoted in United States of America Dollars.

### **2. APEC SECRETARIAT'S RIGHT TO DECLINE**

The APEC Secretariat, at its discretion, may discontinue the RFP; decline to accept any proposal; decline to issue any contract; or satisfy its requirement separately from the RFP process.

### **3. CHANGES TO REQUEST FOR PROPOSALS**

The APEC Secretariat may, at its discretion, vary the Request for Proposals before the Closing Time. Changes will be posted on the APEC website as a Revision, beside the original RFP. The Bidder is encouraged to regularly monitor the APEC website to ensure they access any Revisions that may be released.

### **4. CONTRACT**

If the Proposal of the Bidder is accepted by the APEC Secretariat, the Bidder shall execute a contract in a standard form ("the Contract") within the time period specified by the APEC Secretariat. See Standard Contract Conditions at RFP Schedule 6, which will form part of the Contract.

### **5. LODGEMENT**

5.1 All documentation submitted as part of the Proposal must be in English.

5.2 Bidders are required to include all information specified in this RFP in their Proposal. Bidders accept that their failure to provide all information required, in the format specified may result in their Proposal being considered as a non-conforming Proposal and liable to rejection.

### **6. EVALUATION OF PROPOSALS**

6.1 The evaluation panel will evaluate proposals to determine best value for money outcome. The panel will consist of members appointed at the APEC Secretariat's discretion.

6.2 The criteria for evaluation will be assessed according to the criteria outlined at Schedule 5 - Evaluation Criteria:

### **7. FINANCIAL INFORMATION**

7.1 If requested by APEC Secretariat, the Bidder must be able to demonstrate its financial stability and its ability to remain viable as a provider of the Works over the term of any agreement.

### **8. REFERENCES**

As part of the evaluation of proposal process, the APEC Secretariat, at its discretion, may request from the Bidder information on past projects/experience claimed in the Bidder's proposal, including contact details for referees.

## 9. NO CONTRACT OR UNDERTAKING

Nothing in this RFP will be construed to create any binding contract (express or implied) between APEC Secretariat and any Bidder until a written Contract, if any, is entered into by the parties.

## 10. BIDDERS ACKNOWLEDGEMENT

10.1.1 The Bidder acknowledges by lodging a Proposal that it accepts the terms of this RFP Standard Conditions of Request for Proposal, the Special Conditions of Proposal and the APEC Standard Contract Conditions.

10.1.2 A Proposal is submitted on the basis that the Bidder:

- (a) has examined this RFP and any other documents referenced or referred to herein, and any other information made available in writing by APEC Secretariat to Bidders for the purposes of submitting a Proposal; and
- (b) has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having effect on its Proposal.

## 11. CONFLICT OF INTEREST

11.1 Conflict of interest can be defined as any situation in which an individual or organisation is in a position to exploit his/her professional or official capacity in some way for personal or corporate benefit.

11.2 Bidders must identify in their Declaration by Bidder:

- (a) any actual or potential conflict of interest; and
- (b) the procedures they intend to implement for dealing with, any actual or potential conflicts of interest,

which may arise in connection with the submission of their Proposal or the conduct of the Works in a Contract, as described in this RFP. Bidders should include details of any known circumstances that may give rise to either an actual or potential conflict of interest in relation to the project.

11.3 Bidders must notify the APEC Secretariat immediately if any actual, potential or perceived conflict of interest arises after submission of a proposal (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised).

11.4 If any actual or potential conflicts of interest arise for a Bidder, the APEC Secretariat may:

- (a) enter into discussions to seek to resolve such conflict of interest;
- (b) disregard the Proposal submitted by such a Bidder; or
- (c) take any other action that APEC considers appropriate.

## 12. INSURANCE

The Bidder must ensure that it and its subcontractors maintain insurance policies relevant to the delivery of Works identified in this RFP, in the event that the Bidder is awarded the contract.

## 13. CLARIFICATION

APEC reserves the right to seek clarification or additional information from any Bidder related to their proposal.

## **EVALUATION CRITERIA**

1. The Evaluation Criteria detailed in this clause apply to this Proposal, and the Bidder's response to them:

(a) **THE ORGANISATION:**

- Demonstrated ability to deliver the Works, including a breadth and depth of knowledge of smart grid systems and technologies
- Experience and knowledge of smart grid developments around the world
- A depth of understanding of the New Zealand electricity sector including infrastructure, markets and the regulatory environment
- Demonstrated experience in previous similar projects and capacity to deliver high quality products on time and within budget
- Quality of previous work is supported by appropriate references.
- Experience of personnel nominated to provide the services.
- Proven analytical, research and plain English report writing skills

(b) **APPROACH TO THE WORKS:**

- Demonstrated appreciation of the key issues and work required to achieve the Work's objectives.
- Appropriate methodology and workplan proposed to meet the required deliverables in the specified timeline.
- The proposed timeline is discussed and a commitment made to meet the proposed milestones, or a reasoned case is made for an adjusted timeline
- Opportunities to vary the project scope in order to improve the robustness of the Roadmap are discussed, and flexibility to adapt the scope to improve the project outcomes is demonstrated.
- A commitment is given to provide regular updates and for a representative for the Contractor to meet fortnightly with the Project Overseer; and monthly with the Project Steering Group in Wellington

(c) **EXPERIENCE WITH APEC ECONOMIES**

- Demonstrated experience working in the energy sector in APEC Economies.

(d) **PROPOSAL COST:**

- The proposed cost is within specified budget
- Proposal demonstrates value for money and maximises the effectiveness of the budget available for this project

**RFP Schedule 6 – APEC Standard Contract Conditions**

THE APEC SECRETARIAT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

**PART A**

1. PARTIES

1.1. The Parties to this contract are the APEC Secretariat and the Contractor.

2. PAYMENT

2.1. Subject to the satisfactory completion of the Work, the APEC Secretariat will pay the Contractor up to US\$[Insert amount in figures] (United States Dollars [Insert amount in words]). Any payment is inclusive of any Goods and Services Tax (GST) and bank charges levied by the Contractor's agent and/or beneficiary banks for remittances made to the Contractor's bank account.

2.2. This maximum amount payable to the Contractor is comprised of two parts:

2.2.1. Contractor costs of US\$[insert amount] as represented in milestone payments identified below at clause 2.4; and

2.2.2. Reimbursable Costs (Travel Expenses).  
The maximum amount payable to the Contractor for travel related expenses (airfare and per diem) shall not exceed the sum of US\$[insert] (amount in words). This is comprised of the following:

a. [list here the amounts claimable for airfare and per diem for Contractor as per successful proposal]

2.3. Reimbursement of Reimbursable Costs identified at clause 2.2.2 above will be made by the APEC Secretariat to the Contractor in accordance with the APEC travel guidelines as set forth in the Guidebook on APEC Projects.

2.4. The APEC Secretariat must make payment on Consultancy Fees according to the following schedule and/or as soon as practicable after approving the milestone and receiving the appropriate invoices and accompanying supporting documentation from the Contractor:

#	Milestone Deliverable	Due Date	Means of Verification	Payment Schedule
1	<i>Draft Chapters 1-5</i>	8 March 2013	<i>Review by Steering Group</i>	25% of contract value US\$ [insert]
2	<i>Draft Final Report and Roadmap</i>	5 April 2013	<i>Review by Steering Group</i>	40% of contract value US\$ [insert]
3	<i>Final Report and Roadmap</i>	26 April 2013	<i>Review by Steering Group and APEC Secretariat</i>	35% of contract value US\$ [insert]

### 3. INVOICES

3.1. The Contractor must submit invoices to the APEC Secretariat to claim payment for Milestones and approved Reimbursement cost items. Original or electronic copies of the invoices may be submitted. The invoices must be accompanied by all supporting documentation as set forth in the Guidebook on APEC Projects (the Guidebook) as varied from time to time.

3.2. Invoices shall include the following information:

- (a) full name and number of project;
- (b) name of Contractor;
- (c) invoice date and invoice number;
- (d) description of services provided and associated dates;
- (e) charges and payments for previous invoices;
- (f) charges for billing period;
- (g) detailed banking instruction which includes the bank name, branch name, bank SWIFT code, account holder's name and number;
- (h) billing by company/organisation rather than individual requires the official letter head of the company/organization;
- (i) a signed statement by the Contractor that the services have been performed in accordance with the terms and conditions of this contract, and the costs being billed are true and correct and have not been previously paid; and
- (j) the invoice should be accompanied by an endorsement by the Project Overseer that that the services have been satisfactorily completed.

3.3. Requirements for seeking reimbursement of approved reimbursable items include:

3.3.1. Providing APEC Secretariat with airfare invoice and e-ticket receipt.

3.3.2. Per Diems do not need to be acquitted however it is expected that the Contractor only claims per diem in accordance with the rules set out in the Guidebook, and the claim **must** be accompanied by confirmation from the Project Overseer. To claim reimbursement for workshop expert's or participant's travel and per diem, confirmation that each claimant attended the event each day and is therefore eligible for daily per diem is required. An attendance sheet signed by each claimant is recommended.

### 4. COMPLETION DATE

4.1. The Contractor must complete the Work by 26 April 2013.

### 5. AUTHORISED REPRESENTATIVE

5.1. The APEC Secretariat may authorise representative(s) to instruct and provide clarification to the Contractor in performing the Work.

### 6. APEC SPECIFIC POLICIES AND PROCEDURES

6.1. The Contractor will complete the Works in accordance with the requirements of the APEC Publication Guidelines, APEC Logo Guidelines and the Guidebook on APEC Projects, as found at <http://www.apec.org/en/About-Us/About-APEC/Policies-and-Procedures.aspx>

## 7. EXAMINATION OF RECORDS

- 7.1. Upon request, the Contractor must provide the APEC Secretariat or its designated representative with access to materials relevant to the Contract, including the following:
- 7.1.1. electronic documents;
  - 7.1.2. books;
  - 7.1.3. documents;
  - 7.1.4. papers; and
  - 7.1.5. other records which document transactions related to the Contract.
- 7.2. The Contractor's obligation to provide access commences from the date on which the Contract is made and continues for a period of three (3) years following the completion of the Work.

## 8. ASSIGNMENT

- 8.1. The Contract is intended to cover a relationship between the Parties only. The Contractor must not transfer (i.e. assign) the Contract or any interest or benefit arising out of, or in connection with, the Contract to another person or company without the prior written approval of the APEC Secretariat.

## 9. CHANGES TO CONTRACT

- 9.1. The APEC Secretariat and the Contractor may change (i.e. vary) the terms of the Contract by written agreement only.

## 10. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

- 10.1. If the Contractor, its employees, agents or contractors cause damage during the performance of the Contract, the Contractor will bear all liability on behalf of the APEC Secretariat. If someone makes a claim against the APEC Secretariat for damage caused by the Contractor, its employees, agents or contractors, the Contractor must indemnify and reimburse the APEC Secretariat for any costs it has incurred (including actual legal costs on a full indemnity basis).

## 11. DEFAULT

- 11.1. A Default is anything the APEC Secretariat considers to be a significant breach of the Contract including:

- 11.1.1. failure to perform an obligation under the Contract within the agreed time; or
- 11.1.2. failure to deliver outputs of satisfactory capability, quality or reliability.

- 11.2. In the event of a Default by the Contractor, the APEC Secretariat may write to the Contractor setting out the Default and the time by when the Contractor must fix it. If the Contractor fails to fix the Default within the time specified, the APEC Secretariat may immediately terminate the Contract by issuing a written Notice of Termination to the Contractor.

- 11.3. Termination under this clause does not affect the rights and/or remedies either party may have accumulated up to the date of termination including the rights and/or remedies the APEC Secretariat may have in relation to the Default.

## 12. RIGHTS IN DATA

12.1. If intellectual property or confidential information is required to enable the Contractor to provide the Work, the Contractor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e. third parties).

12.2. The APEC Secretariat shall own all intellectual property and confidential information that it creates in relation to the Work. The APEC Secretariat shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Work. In particular, the APEC Secretariat shall own the following:

- 12.2.1. all data resulting from performance of the Contract, regardless of its form, format, or media;
- 12.2.2. all data (other than that owned by third parties) used in performing the Contract regardless of its form, format, or media;
- 12.2.3. all data delivered under the Contract making up manuals or instructional and training materials;
- 12.2.4. all processes provided for use under the Contract; and
- 12.2.5. all any other data delivered under the Contract.

12.3. If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in clause 12.2 above) for purposes that are not in relation to the performance of the Work, it must obtain prior written consent from the APEC Secretariat.

12.4. The Contractor consents to the APEC Secretariat's use of the Contractor's own intellectual property and/or confidential information if the APEC Secretariat requires the Contractor's own intellectual property and/or confidential information to use the Work.

12.5. The Contractor must protect all intellectual property and/or confidential information belonging to the APEC Secretariat vigorously to the extent permissible by law. If the Contractor has a reasonable suspicion that there has been any event that infringes the rights of the APEC Secretariat in relation to its intellectual property and/or confidential information, it will inform the APEC Secretariat immediately.

## 13. SUSPENSION OF WORK

13.1. The APEC Secretariat may, at any time, give a written order to the Contractor, suspending all, or part, of the Work. The APEC Secretariat has full and sole discretion to decide the length of the suspension. Upon receiving the order, the Contractor must immediately comply with its terms and take all steps necessary to minimize any and all costs resulting from the suspension. The APEC Secretariat and the Contractor must negotiate any adjustment to the price and/or schedule for completing the Work, which may result from the suspension.

## 14. TERMINATION BY THE APEC SECRETARIAT

14.1. The APEC Secretariat may terminate this Contract, in whole or in part, by issuing a written Notice of Termination. The APEC Secretariat may terminate this Contract without giving any reasons. If this Contract is terminated, the APEC Secretariat and the Contractor must negotiate the rights, duties, and obligations of the parties, including but not limited to compensation to the Contractor and/or the APEC

Secretariat. Any compensation to the Contractor must not exceed the total value of the Contract, which is set out in clause 2.1.

14.2. Upon receiving a Notice of Termination, the Contractor must immediately stop work as specified in the notice, except if directed otherwise by the APEC Secretariat.

14.3. After termination, the Contractor must submit a final termination settlement proposal to the APEC Secretariat. The settlement proposal must include a certification from the Project Overseer of the actual costs the Contractor has incurred.

14.4. If the Contractor fails to submit the termination settlement proposal within seven (7) days from the date of the Notice of Termination, the APEC Secretariat may determine the amount, if any, due to the Contractor following the termination.

#### 15. LANGUAGE AND NOMENCLATURE

15.1. All of the Work, including any drawings, documents, information, correspondence, test reports and similar items must:

15.1.1. be in the English language; and

15.1.2. comply with the nomenclature requirements set out in the APEC Publications Guidelines at <http://www.apec.org/en/About-Us/About-APEC/Policies-and-Procedures.aspx>

#### 16. INTERPRETATION

16.1. Should a dispute about the meaning of any term in the Contract arise, the APEC Secretariat may make a written determination as to the term's meaning. A written determination made under this clause shall be final and conclusive between the Parties.

#### 17. GOVERNING LAW

17.1. The laws of the Republic of Singapore govern this Contract. The Parties to the Contract agree to submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

#### 18. COMMUNICATIONS

18.1. All communications relating to this Contract must be in writing and may be delivered:

18.1.1. personally;

18.1.1. by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or

18.1.2. by email.

#### 19. ENTIRE AGREEMENT

19.1. This Contract is the entire agreement between the APEC Secretariat and the Contractor in relation to the matters set out in this Contract. No other terms and conditions may be included or implied. Any

warranty, representation, guarantee or other term or condition not contained in this Contract has no effect.

## 20. ILLEGALITY AND SEVERABILITY

20.1. A term of this Contract that is, or becomes invalid, illegal or unenforceable in any way, may not in any way affect any other term of this Contract.

## 21. WAIVER

21.1. A Party's failure, delay or relaxation in exercising any power or right it has under this Contract does not mean that the Party has given up (i.e. waived) that power or right.

21.2. A Party exercising a power or right does not stop it from:

21.2.1. further exercising that power or right; or

21.2.2. exercising any other power or right under this Contract.

## 22. REASONABLENESS

22.1. The Contractor confirms it has had the opportunity to receive independent legal advice relating to all the matters relating to this Contract.

22.2. The Contractor agrees that, having considered the terms of this Contract as a whole, the terms of this Contract are fair and reasonable.

## 23. PARTNERSHIP

23.1. This contract does not create a partnership between the APEC Secretariat and the Contractor.

## 24. FORCE MAJEURE

24.1. A Force Majeure Event is any event which is beyond the reasonable control of the Contractor or the APEC Secretariat and which makes it impossible to perform an obligation under this contract, including the following:

24.1.1. acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;

24.1.2. acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;

24.1.3. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or

24.1.4. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

24.2. A Party that does not perform an obligation under this contract shall not be in breach to the extent that a Force Majeure Event caused the non-performance.

24.3. Where the Contractor thinks there is likely to be a delay in performing an obligation under this Contract because of a Force Majeure Event the Contractor must:

24.3.1. immediately notify the APEC Secretariat in writing of:

24.3.1.1. the likely delay and how long they think it will last; and

24.3.1.2. details of the likely effect on the Work and the Contractor's ability to perform the Contract;

24.3.2. take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and

24.3.3. use its best efforts to continue to perform its obligations under the Contract.

24.4. The APEC Secretariat and the Contractor shall, as soon as practicable after receiving the notification, discuss whether the Contract can continue. If, following that discussion, the APEC Secretariat and the Contractor agree that the Contract can continue they may:

24.4.1. continue the Contract unchanged; or

24.4.2. change the Contract using the process in clause 9.

24.5. Nothing in this clause limits the APEC Secretariat's ability to suspend or terminate the Contract under clause 13 or clause 14.

## 25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE

25.1. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act Chapter 53B to enforce any terms of this Contract.

## 26. PROVISION OF WORK

26.1. The Contractor must provide the Works to the APEC Secretariat on the delivery dates identified in the Contract. The Contractor must promptly notify the APEC Secretariat if the Contractor becomes aware that it will be unable to provide all or part of the Works by the relevant delivery date and advise APEC Secretariat as to when it will be able to do so.

26.2. The Works must be provided to the standard that would be expected of an experienced and professional supplier of similar Works and any other standard specified in the Contract.

26.3. The Contractor and its staff or sub-contractors shall not by virtue of this Contract be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of APEC Secretariat.