



**Asia-Pacific
Economic Cooperation**

**Request for Proposal (RFP) – [Capacity building for installers and system designers for
solar PV rooftop installations EWG 22/2013A]**

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

| Event | Dates |
|--|--|
| Closing Time for submission of Proposals | Friday, 25 April 2014, 5.00 pm, Singapore time. |
| Method to Submit Proposal | <p>Proposals must be submitted to: Attention: Mr. Jonghan Park Designation: Program Director, APEC Secretariat Address: 35 Heng Mui Keng Terrace, Singapore 119616 E-mail: pjh14@appec.org : copy to : nma@appec.org; pierre.cazelles@copperalliance.asia Tel : +65 6891 9621 Fax : +65 6891 9690</p> <p>(PROPOSAL: Project No. EWG 22/2013A Capacity building for installers and system designers for solar PV rooftop installations) by the closing time specified above.</p> <p>Proposals lodged in any manner other than as detailed in this paragraph, or are submitted after the deadline shall be deemed to be invalid and may be excluded from consideration.</p> |
| Number of Copies to be Submitted | The Bidder shall submit <u>one original</u> hard copy and one electronic version (in PDF format) of its detailed Proposal. |

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|-------------------------------------|---|
| | 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. |
| Contact Officer | Name: Pierre Cazelles Position: Director, Partnerships Asia Organization: International Copper Association (ICA) Email: pierre.cazelles@copperalliance.asia Tel: +86-159-0100-7376 |
| Expected execution date of Contract | 5 May 2014 |
| Expected completion of the Contract | 30 November 2014 |

The Works

- The APEC Secretariat is seeking proposals for the development of training curriculums and training materials for installers and system designers for solar PV rooftop systems, as well as for trainers, mapping out and evaluation of training institutions in APEC economies, and transfer of training curriculums and training materials to selected training institutions in APEC economies via capacity building workshop.
- The project will be implemented under the guidance and supervision from the Project Overseer (Pacific Northwest National Laboratory/U.S. Department of Energy; Mr. Cary Bloyd) and the International Copper Association (ICA; Mr. Pierre Cazelles).

Background

Installations of solar PV systems have enjoyed a tremendous and steady growth for over a decade worldwide, addressing the need for renewable sources of energy. Solar PV systems are one of the strategic solutions perfectly adapted to developing economies in order to meet the objectives of reducing emissions of GHG related to electricity production. Regarding solar PV rooftop installations, they are becoming a viable solution to reduce the burden on the electricity grid for households, especially in economies with undercapacity and/or growing electricity needs, especially in cities. The adoption of pro-active policies combined with subsidies and the development of safety and efficiency standards in this regard are confirming the opportunities and needs for such applications.

This fast and steady growth has however highlighted several problems that start to affect the reliability and efficiency of such systems, especially for rooftop installations. In developing economies in particular, installers and system designers are lacking proper skills which result in: 1) a lower performance (or efficiency) of the system: lower output-efficiency; higher operation and maintenance cost: lower ROI for investors; 2) safety issues during installation (OHS) and operation (rooftop solar PV systems modify the fire safety conditions of the roof), resulting in increasing numbers of accidents, sometimes fatal, and fires with huge consequences on humans and buildings; and 3) grid-connection issues. This lack of competency in most installers and system designers seriously: 1) reduces the overall performance/output of solar PV systems; 2) increases risks of fire and other safety issues for human and equipment; and 3) make distribution utilities reluctant to connect such systems to their grid.

Objectives of the project

The long-term objective of this project is to increase the performance/output of solar PV rooftop systems and facilitate connection to the grid for rooftop solar PV systems, as a means to support APEC economies' efforts in increasing the share of electricity from renewable energy sources. The project will in addition increase the reliability and safety of solar PV rooftop systems.

To contribute to this long-term objective, the project will:

- Develop a training curriculum for installers and system designers (as well as for trainers)
- Identify training institutions in APEC economies
- Transfer the training curriculums to training institutions
- Design a certification program for installers and system designers
- Create awareness among government institutions in APEC economies on the need for training and certification of installers and system designers
- Build capacity of government institutions on how to establish national certification schemes.

Scope of Works

The Contractor will be engaged by the APEC Secretariat to provide the following consultancy services:

Step1: Develop training curriculums for installers and system designers, as well as for trainers (month 1 to 4) (under guidance and supervision of the Project Overseer and ICA)

- Experts group discussions to identify existing training programs worldwide (via teleconf, web meeting, literature review, internet search)
- Research major existing training programs to gather data and information on training content, methodology, successes and failures
- Experts group discussions to review existing programs and prepare outline of training curriculums to be developed
- Development of training curriculums accordingly

Output 1: Training curriculum evaluation criteria, test procedures and test materials for: 1) installers; 2) system designers; 3) trainers.

Step2: Development of training materials (Month 4 to 6) (under guidance and supervision of the Project Overseer and ICA)

- Identify and hire service provider for the production of the video
- Prepare storyboard for the video (with expert group discussions)
- Produce video for hands-on training on installation of rooftop solar PV systems
- Prepare other training materials in line with the training curriculums

Output 2: Training materials (PPTs, training workbook) for: 1) installers; 2) system designers; 3) trainers. Video on installation of rooftop solar PV systems

Step3: Mapping out of training institutions in APEC economies (Month 3 to 5) (under guidance and supervision of the Project Overseer and ICA)

- Initial mapping of training institutions in the field of solar PV system installations through expert group discussions and internet search
- Preparation of documentation to explain the objectives and content of the training and certification programs
- Series of discussions with prospective training institutions to gauge their interest and analyze their capability to conduct training of installers and system designers
- Prepare report

Output 3: Report on existing training providers in APEC developing economies, including analysis of their capacity and willingness to implement training activities in their respective economies

Step 4: Transfer of training curriculums and training materials to selected training institutions in APEC economies (Month 7) (organization by ICA through its local offices; trainers from the consulting company)

- Organize 1 training workshop for selected training institutions to transfer the training curriculums and materials (5 days each)

Output 4: 1 workshop, 5 days, 20 participants trained

Expected Outputs and Timelines

Table of Deliverables:

| # | Deliverable | Format | Quantity | Due Date |
|----|--|--|----------------------------------|-------------------|
| 1 | Deadline for submission of proposal | According to RFP requirements | 1 hard copy 1 electronic copy | 25-Apr-14 |
| 2 | Proposal evaluation and selection by a panel of representatives from APEC Member Economies | Not applicable | - | 01-May-14 |
| 3 | Negotiation of contract details between the APEC Secretariat and the successful Bidder | According to APEC Standard Contract Conditions | 2 originals | 5-May-14 |
| 4 | Submission of Work plan and timelines to be agreed with the Project Overseer. | In MS Word or MS Excel table format over e-mail. | | 16-May-14 |
| 5 | Draft report (1.4) | in MS Word or MS Excel table format over e-mails | | 25-Jun-14 |
| 6 | Draft training curriculums for installers and designers; and for trainers | in MS Word or MS PPT table format over e-mails | - | 15-Jul-14 |
| 7 | Draft report on training institutions (3.1) | in MS Word or MS PPT table format over e-mails | | 15-Jul-14 |
| 8 | Final training curriculums | in MS Word or MS PPT table format over e-mails | - | 15-Aug-14 |
| 9 | Final report on training institutions (3.4) | in MS Word or MS PPT table format over e-mails | | 2-Sep-14 |
| 10 | Draft training materials (2.1) | in MS Word or MS PPT table format over e-mails | - | 30-Sep-14 |
| 11 | Storyboard for video (2.2) | in MS Word or MS PPT table format over e-mails | | 30-Sep-14 |
| 12 | Final training materials (2.1) | in MS Word or MS PPT table format over e-mails | - | 8-Oct-14 |
| 13 | Training of training institutions (4.1) | Trainers participated in training workshop | | Mid November 2014 |
| 14 | Project completion report | In publication ready PDF, MS Word and MS Powerpoint formats. | 1 hard copy and one CD | 30 November 2014 |

Duties of Selected Contractor

In consultation with the Project Overseer and ICA, the successful bidder will:

Step1: Develop training curriculums for installers and system designers, as well as for trainers (under guidance and supervision of the Project Overseer and ICA):

- 1.1 Conduct a review of major training programs for installers and system designers, analyze their strengths and weaknesses;
- 1.2 Conduct a needs analysis for such training programs in APEC developing economies (note: the scope in terms of economies will be agreed upon with the Project Overseer)
- 1.3 Conduct analysis of applicability of existing training programs to APEC developing economies
- 1.4 Prepare draft report
- 1.5 Develop training curriculums for installers and system designers based on outcomes of previous step
- 1.6 Develop training curriculums for trainers

Output 1: Training curriculum evaluation criteria, test procedures and test materials for: 1) installers; 2) system designers; 3) trainers.

Step2: Development of training materials (under guidance and supervision of the Project Overseer and ICA)

- 2.1 Develop training materials based on training curriculums approved in step 1
- 2.2 A video will be developed by a specialized company. This video aims to show proper installation practices. The selected Contractor will therefore: Prepare storyboard for the video (with expert group discussions)

Output 2: Training materials (PPTs, training workbook) for: 1) installers; 2) system designers; 3) trainers. Storyboard for the video for installers

Step3: Mapping out of training institutions in APEC economies (under guidance and supervision of the Project Overseer and ICA)

- 3.1 Identify training institutions in APEC developing economies
- 3.2 Gather information to conduct a thorough evaluation of their capacity to conduct training for installers and system designers
- 3.3 Organize series of discussions with these prospective training institutions to gauge their interest and analyze their capability to conduct training of installers and system designers
- 3.4 Prepare report

Output 3: Report on existing training providers in APEC developing economies, including analysis of their capacity and willingness to implement training activities in their respective economies

Step 4: Transfer of training curriculums and training materials to selected training institutions in APEC economies (organization by ICA through its local offices; trainers from the consulting company)

- 4.1 Provide trainers to train participants from selected training institutions to transfer the training curriculums and materials (5 days, location to be determined)

Output 4: 1 workshop, 5 days, 20 participants trained

Reporting and Coordination Arrangements

The selected Contractor will be required to liaise closely and work in collaboration with the 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 selected contractor will have to ensure that all the reports and outputs comply with APEC guidelines on nomenclature and visibility.

The project will be coordinated by Mr. Pierre cazelles, Director – Partnerships Asia, of the International Copper Association:

Email: pierre.cazelles@copperalliance.asia

Tel: +86-159-0100-7376

Milestones and Terms of Payment

| # | Milestone Deliverable | Due Date | Means of Verification | Payment Schedule (US\$ inclusive of tax) |
|------------------------------------|--|--------------|---|--|
| 1 | Work plan and detailed timeline | 16 May 2014 | Upon approval by Project Overseer based on alignment with preparatory discussions and ability to meet objectives and deliverables in timely manner | 20% of contract value |
| 2 | Draft Report on training curriculums for installers and system designers, as well as for trainers; draft report on training institutions mapping | 16 July 2014 | Upon approval by Project Overseer; for training report: based on relevance with training needs, coherence with curriculums of other countries; for institutions report: thoroughness of the mapping, quality of detailed evaluation | 30% of contract value |
| 3 | Training materials | 8 Oct. 2014 | Upon approval by Project Overseer; based on coherence with draft curriculums and integration of all comments – following external review by experts team | 35% of contract value |
| 4 | Final Report | Nov 2014 | Upon approval by Project Overseer and APEC Secretariat on adherence to APEC nomenclature guidelines | 15% of contract value |
| Total Value (including Tax) | | | | US\$90, 000.00 |

Qualifications of Bidder

The Bidder will need to supply evidence of ability and experience to undertake the specified objectives/duties in this Request for Proposal, and explain their approach to the Works including:

- E.g.: evidence of a breadth and depth of knowledge of undertaking international research in the field of energy;
- demonstrated experience and expertise in undertaking similar consultancy services in APEC Member Economies;
- demonstrated expertise in the field of solar rooftop PV;
- demonstrated expertise in designing training programs, training curriculums, and in conducting such trainings
- evidence of the capacity to deliver high quality products on time and within budget;
- proven analytical, research and plain English report writing skills;

Budget

A budget of up to US\$90,000 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:

- (a) Contractor costs, including consultancy fees with unit cost and the number of hours/days proposed to be devoted to the project;

RFP Schedule 2 – Proposal Template

Instructions to assist Bidders to complete their proposal have been included as white text on a black background.

Instruction to Bidders:

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

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. 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 |
|---------------------------------|---------------|----------------------------------|------------------|------------------|
| | | | | |
| | | | | |
| Total (inclusive of tax) | | | | \$USD |

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, 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:

- (c) any actual or potential conflict of interest; and
- (d) 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:

- (e) enter into discussions to seek to resolve such conflict of interest;
- (f) disregard the Proposal submitted by such a Bidder; or
- (g) 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.



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| RFP Schedule 5 – Evaluation Criteria |
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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 provide adequate management and support to deliver the Works. Bidder's demonstrated experience in previous similar projects and quality of work. Could include experience of personnel nominated to provide the services.

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

Demonstrated appreciation of the key issues and risks to achieve the Work's objectives.

Appropriate methodology and work plan to fulfil the objectives of the Works in the specified timeframes.

(c) **SPECIFIC WORK EXPERIENCE:**

Proven experience in related fields in past projects and/or in experts' training and experience, including solar PV rooftop, training, design of training curriculum and materials, understanding of solar PV and solar PV rooftop technical issues.

(d) **EXPERIENCE WITH APEC ECONOMIES**

Demonstrated experience working in the Energy sector with APEC Economies.

(e) **PROPOSAL COST:**

Appropriate qualifications, experience and skills of personnel and team balance to implement the Works.

SELECTION CRITERIA

The best value-for-money proposal will be selected.

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. [Possible inclusion in final contract:] 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 2.6; 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, for experts, for participants]

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 reimbursement of airfare and per diem for experts and participants will be made after APEC Secretariat receives a certified invoice and original receipts, and any relevant Attendance Sheets for per diem claims, from the Project Overseer.

OR

2.5. If the Contractor is required to travel, travel expenses (economy class airfare and per diem) up to a maximum value of US\$[insert] for the Contractor will be reimbursed by the APEC Secretariat from the Reimbursable amount identified above at clause 2.2.2. The reimbursement of airfare and per diem will be made after APEC Secretariat receives a certified invoice and original receipts, and the Contractor's Travel Reimbursement Claim Form from the Project Overseer.

2.6. 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:

Drafting Note: copy from RFP and amend if necessary

| # | Milestone Deliverable | Due Date | Means of Verification | Payment Schedule (US\$ inclusive of tax) |
|---|-----------------------------|----------|-----------------------|--|
| 1 | | | | US\$ |
| 2 | | | | US\$ |
| 3 | | | | US\$ |
| | Total Value (including Tax) | | | US\$ |

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 **[Insert Date]**.

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;
 - 18.1.2. by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or
 - 18.1.3. 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.