



**Asia-Pacific
Economic Cooperation**

SOM Steering Committee on ECOTECH (SCE)

REQUEST FOR PROPOSAL

Ref: SCE/IA/2017

Development of Standardized Program for SCE Fora Assessment

Further assistance regarding this Request for Proposal may be obtained from:

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Lodgment of bids to :

**Mr PARK Jonghan / Ms Daphney Chew
APEC Secretariat,
35 Heng Mui Keng Terrace,
Singapore 119616**

**Closing time and date: 5:00pm Singapore time,
Tuesday, 8 November 2016**

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Development of Standardized Program for SCE Fora Assessment

Background

Establishment of independent assessment program through 2006/2007 Fora Review

1. Since 2003, the SOM Committee on ECOTECH (ESC) helped some working groups to conduct independent assessments, which included Fisheries Working Group, SME Working Group and Tourism Working Group.
2. In 2006, the SCE was mandated to conduct a review of APEC working groups and task forces and to make recommendations to Senior Officials on establishing, merging, disbanding and reorienting these bodies.
3. Ministers endorsed the recommendations of the SCE review of APEC Fora and instructed the SCE to continue efforts to improve the operation and work of the fora (2006/CSOM/14). The Recommendation 12, "Recommendations for Improving Working Arrangements", had requested the APEC Secretariat to develop a program of independent assessments to evaluate all SCE working groups and task forces and support periodic review processes.
4. Responding to the request by the SCE on Recommendation 12, the APEC Secretariat submitted a paper with a list of actions to the SCE2 of 2007 on 21 April 2007 (2007/SOM2/SCE/010). Annex D of this paper established the independent assessment program, which enabled each forum to be independently assessed every four years.

Review exercise in 2011/2012

5. Canada presented a review report on the independent assessment to the SCE3 of 2011. The SCE agreed that the APEC Secretariat would develop an implementation plan for discussion for SCE1 in 2012. The APEC Secretariat presented a response on ways to improve the independent assessment processes (2012/SOM1/SCE/008). The SCE endorsed the division of roles and responsibilities of the various stakeholders in the independent assessment process as proposed by the Secretariat. The SCE also endorsed the recommendation that a key point of contact for assessors be assigned to help communicate the expectations of the SCE to the assessor.

The current implementation of independent assessment program

6. The APEC Secretariat proposes four fora to be subject to the assessment, normally at SCE3, which is based on the already established annual plan of Annex D of 2007/SOM2/SCE/010 and Annex D of 2012/SOM1/SCE/008. The latest list of the fora to be subject to independent assessment was submitted to the SCE3 of 2015 (2015/SOM3/SCE/002).
7. After the SCE approves the proposed list of candidate fora, the SCE Chair writes to the fora convenors to notify such decision and request for cooperation.
8. Independent assessors are selected through an open tendering process. The Secretariat recommends the preferred bidder to the SCE for approval, unless there is any adverse comment or veto from the fora. After the approval, the Secretariat seeks to enter into a contract with the preferred bidder. The contracted consultant will then be required to report directly to and be responsive to the needs and directions of the SCE Program Director within the APEC Secretariat.

9. An independent assessment begins with the submission of a work plan by the consultant, followed by conduct of survey, observation of physical meeting of the fora, interview of the fora members and convenors, sharing a draft report with the fora members, revision of the draft report considering the comments by the fora members, submission of the report to the SCE and the approval of the recommendations by the SCE. The discussion and the approval of the recommendations can be done inter-sessionally in accordance with the agreed arrangements in 2013 (2013/SOM3/030).
10. The SCE Chair sends his/her letters to the convenors to inform the result of the assessment and, at the same time, to request for a report on the recommendations by the assessors during the next year.

The Decisions by the Third SCE Meeting on 24 August 2016

11. The APEC Secretariat is tasked to engage an outside expert (referred to as “contractor” in the rest of this document) to develop a standardized program for assessments, including i) a set of indicators to assess the performance and governance of the fora; ii) a survey questionnaire template; iii) a possible scope of survey; iv) a list of useful information and data for the assessment; v) the methodology of processing such data; and vi) a reporting template.
12. Based on the standardized program developed in 2017, the Annual Assessments from 2018 will be conducted:
 - 12.1. Pursuant to the terms of reference of SCE sub-fora, the Secretariat will identify and recommend to the SCE at the last SCE meeting of a year a potential list of the SCE fora that could be reviewed in the next year. The SCE may further decide to conduct review on other fora when necessary.
 - 12.2. The SCE at the last SCE meeting of that year will also establish an assessment team comprising the representatives from the preceding, current, and next year’s SCE chairing economies as well as any other volunteering economies (hereinafter referred to as “the Assessment Team”) for the assessment of the following year. The Assessment Team may conduct its work virtually.
 - 12.3. The Secretariat will engage a service provider to conduct the standardized program as developed by paragraph 12.1 for a minimum of two years sufficiently in advance of any Annual Assessment. The final selection of such service provider will be subject to the endorsement by the SCE. The Secretariat will also monitor and guide the implementation of the program by the service provider. The Secretariat will review and forward the processed data and information produced by the service provider to the Assessment Team.
 - 12.4. The Assessment Team with the assistance of the Secretariat will study the material forwarded by the Secretariat and produce draft recommendations to the SCE for its consideration prior to the last meeting of SCE.
 - 12.5. The Assessment Team will also review the responses from the fora which have been subject to the assessments from the previous year(s) and make recommendations, if appropriate, on how to follow up on the responses.
13. An optional Comprehensive Fora Review can be conducted, if the SCE wishes to do so following the completion of a round of Annual Assessments on all the fora, focusing on the overall organizational efficiency and based on the compiled data, records of Annual Assessments and the review of the responses from the fora on recommendations.

Contractor’s Terms of Reference (ToR)

14. Under the context as above, in particular to implement para 11 as above, the Contractor will be engaged by the APEC Secretariat to develop a standardized program for assessments under the guidance of SCE and the APEC Secretariat, including the following :

- 14.1. A set of indicators to assess: the alignment of the fora's plans and activities with the APEC priorities; the effectiveness of the outcome; the efficiency of fora's governance structure and operations; the compliance with the APEC policies as well as guidelines; the extent of cooperation of the fora with other APEC fora as well as external organizations; and a possible streamlining or merger opportunity with the other APEC fora;
 - 14.2. A survey questionnaire template to produce relevant data for the above indicators;
 - 14.3. A possible scope of survey for 17 SCE sub-fora in the format of lists of a possible common as well as 17 tailored target groupings;
 - 14.4. A list of other useful information and data to feed into the indicator analysis and for qualitative assessment;
 - 14.5. A solid and efficient methodology of collecting most comprehensive survey returns and data, processing the data as above, including in conducting survey through IT facility, analysis based on the survey and other collected data as in iv to produce secondary figures against indicators, any correlations across the collected or processed data or information, and possible data or analysis issues that may lead to irrelevant conclusion; and
 - 14.6. A reporting template consolidating the result of the survey, analysis of indicators and other relevant information that is helpful for the final fora assessment by the SCE.
15. In undertaking the tasks, the contractor will:
- 15.1. Review relevant documents on the previous independent assessments, including the policies and the actual independent assessment reports;
 - 15.2. Familiarize with key APEC policy documents and general practices of APEC, including overall APEC priorities, recent Leaders' and Ministers statements, project management, fora management and fora governance;
 - 15.3. Present a **detailed work plan and timelines** to the APEC Secretariat and SCE for endorsement by the first meeting of SCE in 2017;
 - 15.4. Engage and interview, if possible, members of SCE, staff of the APEC Secretariat and other fora convenors to identify the practical issues of the fora assessments and, also, expectations for a new system;
 - 15.5. Conduct a desk-based analysis and conduct a survey, if necessary, to develop the Standardized Program under the guidance of the APEC Secretariat;
 - 15.6. Submit **progress reports**, as requested by the APEC Secretariat;
 - 15.7. Prepare and submit **the draft final report with draft Standardized Program**, which covers all the elements in para 14 as well as the process of developing the Program, to the APEC Secretariat, SCE sub-fora and SCE for comments and guidance ;
 - 15.8. Incorporate all the suggestions and comments and present **the final report with the draft Standardized Program** to SCE for discussion and endorsement at its third meeting of SCE in 2017; and
 - 15.9. Finalize further and submit the **final report** further, as required and following the presentation of the final report;
16. To prepare the assessment report, the contractor will:

- 16.1. Work closely with APEC Secretariat staff, SCE members and other stakeholders of the project;
- 16.2. Comply with the APEC policies and guidelines as found in the APEC websites (www.apec.org) when implementing the services and producing the final outcome; and
- 16.3. Report any issues that may affect the Services provided as soon as possible to the APEC Secretariat;

Payment

17. Bidders are invited to provide a quotation in an itemized manner for the work outlined in this Request for Proposal; bids shall meet the following criteria:
 - 17.1. Bids shall be made in US dollars and shall not exceed \$60,000; bids exceeding this amount will not be accepted;
 - 17.2. Bids may contain a maximum of two milestone payments (commencing work and acceptance of the final report).
 - 17.1.1. A maximum of 20% of the contract value may be paid upon signing of the contract and commencing work; and
 - 17.1.2. A minimum of 80% of the contract value is to be paid upon acceptance of the final report.

Travel Arrangements

18. A separate agreement between the Contractor and APEC shall cover the contractor's travel, accommodation and daily expenses (as per APEC rules for attending such events) to participate in the first and the third meeting of SCE of 2017 to undertake the contracted work tasks.

February 2017	Disbursement of airfare and per diem for the expert to attend the first SCE meeting in February (location TBD).
August 2017	Disbursement of airfare and per diem for the expert to attend the third SCE meeting in August (location TBD).

Length of Contract

19. As provided for by the contract and within the period from January to December 2017.

Terms of Payment

20. The total contracted value will be paid to the contractor for the tasks as specified in this TOR. All necessary expenses of the contractor and expenses for telephone, fax and general postage have been included in this sum.

Qualifications of the Contractor

21. The contractor should have the following skills and experience:
 - 21.1. Solid understanding of APEC's goals, structure and practice;
 - 21.2. Excellent oral and written communication skills in English;
 - 21.3. Previous experience in undertaking similar reviews or evaluation;
 - 21.4. Sound knowledge of monitoring and evaluation principles and processes in other international organizations or government authorities; and
 - 21.5. Proven analytical, research and presentation skills

Selection Process of the Contractor

22. The Bidder must provide a Proposal describing the process that will be used to meet the Terms of Reference along with a detailed description of how the Bidder meets the specifications of the contractor.
23. A preferred Bidder may be identified by a Selection Panel, formed within the Secretariat. The Selection Panel shall identify the Bidder that it believes represents “best value for money”, in consistence with APEC principles of consensus building, transparency and openness.
24. After identification of the preferred Bidder, the Secretariat will recommend and seek the approval from the SCE.
25. Following the above process, the Secretariat will recommend the preferred Bidder to the SCE for approval.
26. After approval the Secretariat will seek to enter into a contract with the preferred Bidder. The contract will be based on the standard terms and conditions attached and the Terms of Reference outlined above. The contracted contractor will then be required to report directly to and be responsive to the needs and directions of the SCE Program Director within the APEC Secretariat.

Submission of Proposals

27. It is understood that the Bidder agrees with the Conditions of the RFP as Attachment A.
28. The Bidder is encouraged to submit the proposal in the template as shown in Attachment B.
29. The Bidder shall lodge one original and three copies of its detailed Proposal. An electronic version should also be submitted at the same time. 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 shall be accepted as correct and shall prevail over any statements contained in the copies.
30. Proposals shall be enclosed in a sealed envelope or package, clearly labelled and lodged via registered mail or courier by the closing time at the following address –

**APEC Secretariat
35 Heng Mui Keng Terrace,
Singapore, 119616
(Attention: Mr PARK Jonghan / Ms Daphney Chew)**

Conditions of any Contract resulting from this Request for Proposals (RFP) - Attachment A

SPECIAL CONDITIONS

1. SCOPE OF SERVICE

- 1.1. To develop Standardized Program for SCE Fora Assessment in accordance to the Consultancy Terms of Reference (ToR) in this RFP.

2. PAYMENT

- 2.1. Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the Contractor up to US\$ [Bid amount in figures to be inserted by bidder] (United States Dollars [Insert amount in words]) according to the Milestone Payments Schedule identified at Clause 2.2. 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. The APEC Secretariat shall make payment on Contractor Fee according to the Milestone Payment Schedule identified below and/or as soon as practicable after approving the Milestone and receiving the appropriate invoices and accompanying supporting documentation from the Contractor. The Contractor must complete the Services by 30 November 2017.

#	Milestone Deliverable	Due Date	Means of Verification	Payment Schedule (US\$ inclusive of tax)
1	Upon submission of work plan	January 2017	Submission of signed contract and SCE Program Director's acceptance of the workplan	Up to US\$ [10,000]
2	Upon completion and acceptance of the final report with the Standardized Program	30 September 2017	SCE Program Director's acceptance of the final report	Up to US\$ [50,000]
	Total Value (including Tax)			Up to US\$ [60,000] (Total contract value shall not exceed US\$60,000)

- 2.3. Reimbursement of airfare and per diem 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. The reimbursement of airfare and per diem will be made after APEC Secretariat receives a certified invoice and original receipts, and any relevant Attendance Sheets for per diem claims, from the SCE Program Director.
- 2.4. Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be Program Director for SOM Steering Committee on ECOTECH (SCE).

STANDARD CONDITIONS

3. PARTIES

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

4. INVOICES

- 4.1. The Contractor shall submit certified 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.
- 4.2. Invoices shall include the following information:
- 4.2.1. full name and reference number of this work (SCE/IA/2017);
 - 4.2.2. name of Contractor;
 - 4.2.3. invoice date and invoice number;
 - 4.2.4. description of services provided and associated dates;
 - 4.2.5. charges and payments for previous invoices;
 - 4.2.6. charges for billing period;
 - 4.2.7. detailed banking instruction which includes the bank name, branch name, bank SWIFT code, account holder's name and number;
 - 4.2.8. billing by company/organisation rather than individual requires the official letter head of the company/organization;
 - 4.2.9. 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
 - 4.2.10. the invoice should be accompanied by an endorsement by the SCE Program Director that the services have been satisfactorily completed.
- 4.3. Requirements for seeking reimbursement of approved reimbursable items include:
- 4.3.1. Providing APEC Secretariat with airfare invoice and e-ticket receipt.
 - 4.3.2. Per Diem costs do not need to be supported by receipts however it is expected that the Contractor will attend the SCE meetings for all agreed days. Contractor shall only claim per diem in accordance with the rules set out in the Guidebook, and the claim must be accompanied by written confirmation from the SCE Program Director. To claim reimbursement for travel and per diem, confirmation that Contractor attended the event each day and is therefore eligible for daily per diem is required. An attendance sheet signed by Contractor is recommended.

5. APEC SPECIFIC POLICIES AND PROCEDURES

- 5.1. The Contractor shall complete the Services in accordance with the requirements of the APEC Publication Guidelines, APEC Logo Guidelines and the Guidebook on APEC Projects, as found in the Policies and Procedures section on the APEC website.

6. EXAMINATION OF RECORDS

- 6.1. Upon request, the Contractor shall provide the APEC Secretariat or its designated entities/persons with access to any materials relevant to the Contract, including the following:
- 6.1.1. electronic documents;
 - 6.1.2. financial books;
 - 6.1.3. documents;
 - 6.1.4. papers; and

6.1.5. other records which document transactions related to the Contract.

6.2. 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 Services.

7. ASSIGNMENT

7.1. The Contract is intended to cover a relationship between the Parties only. The Contractor shall not assign, delegate, sub-contract, mortgage, charge or otherwise transfer the Contract or any interest or benefit arising out of, or in connection with, the Contract to a third party without the prior written approval of the APEC Secretariat.

8. CHANGES TO CONTRACT

8.1. The APEC Secretariat and the Contractor may change the terms of the Contract by written agreement only.

9. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

9.1. If the Contractor, its employees, agents or contractors directly or indirectly causes any loss or damage to person or property 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 (whether during or after the completion and/or termination of the Contract) for any loss or damage to person or property directly or indirectly caused by the Contractor, its employees, agents or contractors during the performance of the Contract, the Contractor must indemnify and hold the APEC Secretariat harmless from and against any and all loss, damage or liability, whether criminal or civil, suffered by the APEC Secretariat in connection therewith and reimburse the APEC Secretariat for any costs it has incurred in connection therewith (including actual legal costs on a full indemnity basis) whether during or after the completion and/or termination of the Contract.

9.2. For the purpose of Clause 9.1, "claim" shall mean all demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith.

10. DEFAULT

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

10.1.1. failure to perform an obligation under the Contract within the agreed time; or

10.1.2. failure to deliver outputs of satisfactory capability, quality or reliability.

10.2. In the event of a Default by the Contractor, the APEC Secretariat shall 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.

10.3. 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.

11. RIGHTS IN DATA

11.1. If intellectual property or confidential information is required to enable the Contractor to provide the Services, 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).

- 11.2. The APEC Secretariat shall own all intellectual property and confidential information that it creates in relation to the Services. The APEC Secretariat shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Services. In particular, the APEC Secretariat shall own the following:
- 11.2.1. all data resulting from performance of the Contract, regardless of its form, format, or media;
 - 11.2.2. all data (other than that owned by third parties) used in performing the Contract regardless of its form, format, or media;
 - 11.2.3. all data delivered under the Contract making up manuals or instructional and training materials;
 - 11.2.4. all processes provided for use under the Contract; and
 - 11.2.5. all any other data delivered under the Contract.
- 11.3. If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in Clause 11.2 above) for purposes that are not in relation to the performance of the Services, it must obtain prior written consent from the APEC Secretariat.
- 11.4. 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 Services.
- 11.5. The Contractor shall 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 in writing.

12. CONFLICT OF INTEREST

- 12.1. The Contractor warrants, agrees and undertakes that neither it nor its employees, servants and/or agents has any arrangement, interest, activity, or relationship that could impair the Contractor's ability to act impartially and effectively in the delivery of the Services as required by this Contract.
- 12.2. The Contractor shall exercise its responsibility in the best interests of the APEC Secretariat and shall not engage in any activities that would conflict with this Contract.
- 12.3. If the Contractor becomes aware of any actual or potential conflict of interest as defined in Clause 12.1 and 12.2 above, the Contractor shall immediately notify the APEC Secretariat in writing of (i) any such actual or potential conflict of interest and (ii) the procedures it intends to implement to resolve any such actual or potential conflict of interest.
- 12.4. The APEC Secretariat may suspend the Services, terminate the Contract or take any other actions that the APEC Secretariat considers as appropriate in its sole discretion, if any actual or potential conflict of interest as defined in 12.1 and 12.2 above arises. If the APEC Secretariat directs the Contractor to take action(s) to resolve that conflict, the Contractor shall comply with any such direction(s).

13. CONFIDENTIALITY

- 13.1. The Contractor shall not, either during the term of the Contract or after the termination of the Contract, disclose to a third party any information that it may acquire in consequence of this Contract relating to the Services, this Contract or the APEC Secretariat's operations without the prior written consent of the APEC Secretariat.
- 13.2. The Contractor's obligations in Clause 13.1 shall not apply to any information which:
- 13.2.1. is publicly available or becomes publicly available other than by reason of the Contractor's default;

13.2.2. the Contractor is required to disclose by order of a court of competent jurisdiction.

13.3. The Contractor shall ensure that its employees, servants and/or agents comply with the provisions of this Clause 133.

14. INSURANCE

14.1. The Contractor shall maintain and pay all premiums in respect of an insurance policy or policies relevant to the delivery of the Services with policy limits and provisions conforming to such requirements as the APEC Secretariat may from time to time prescribe and shall ensure that the APEC Secretariat shall be entitled to the benefit of such insurance.

15. SUSPENSION OF SERVICES

15.1. The APEC Secretariat may, at any time, give a written order to the Contractor, suspending all, or part, of the Services. 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 shall negotiate any adjustment to the price and/or schedule for completing the Services, which may result from the suspension.

16. TERMINATION BY THE APEC SECRETARIAT

16.1. 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 shall 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, "Payment".

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

16.3. Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the APEC Secretariat. The settlement proposal must include a certification from the SCE Program Director of the actual costs the Contractor has incurred.

16.4. 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 in its sole discretion determine the amount, if any, due to the Contractor following the termination.

16.5. Upon termination of the Contract, subject as provided in this clause and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.

16.6. Termination under this clause does not affect the rights and/or remedies which either Party may have accrued or accumulated up to the date of termination of the Contract.

17. LANGUAGE AND NOMENCLATURE

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

17.1.1. be in the English language; and

17.1.2. comply with the nomenclature requirements set out in the APEC Publication Guidelines as found in the Policies and Procedures section on the APEC website.

18. INTERPRETATION

- 18.1. 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.

19. LAW & JURISDICTION

- 19.1. 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.

20. COMMUNICATIONS

- 20.1. All communications relating to this Contract shall be in writing and may be delivered:

- 20.1.1. personally;
- 20.1.2. by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or
- 20.1.3. by email.

21. ENTIRE AGREEMENT

- 21.1. 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.

22. ILLEGALITY AND SEVERABILITY

- 22.1. If any provisions of this Contract are held unenforceable or invalid for any reason, the remaining provisions of this Contract will continue to be in full force and effect.

23. WAIVER

- 23.1. 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.

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

- 23.2.1. further exercising that power or right; or
- 23.2.2. exercising any other power or right under this Contract.

24. REASONABLENESS

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

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

25. PARTNERSHIP

- 25.1. This Contract does not create a partnership between the APEC Secretariat and the Contractor.

26. FORCE MAJEURE

- 26.1. 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:

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

- 26.1.2. acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
 - 26.1.3. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or
 - 26.1.4. 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.
- 26.2. 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.
- 26.3. 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 shall:
- 26.3.1. immediately notify the APEC Secretariat in writing of:
 - 26.3.2. the likely delay and how long the Contractor thinks it will last; and
 - 26.3.3. details of the likely effect on the Services and the Contractor's ability to perform the Contract;
 - 26.3.4. take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
 - 26.3.5. use its best efforts to continue to perform its obligations under the Contract.
- 26.4. 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:
- 26.4.1. continue the Contract unchanged; or
 - 26.4.2. change the Contract using the process in Clause 8.
- 26.5. Nothing in this clause limits the APEC Secretariat's ability to suspend or terminate the Contract under Clause 155 or Clause 166.
27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE
- 27.1. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act Chapter 53B and/or any re-enactment thereof to enforce any terms of this Contract, the application of which legislation is hereby expressly excluded.
28. COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF CONTRACT
- 28.1. Except as otherwise provided for in the Contract, the Parties shall bear their own costs of and incidental to the preparation and execution (i.e. signing) of the Contract.
29. PROVISION OF SERVICES
- 29.1. The Contractor shall provide the Services to the APEC Secretariat on the delivery dates identified in the Contract. The Contractor shall immediately notify the APEC Secretariat in writing if the Contractor becomes aware that it will be unable to provide all or part of the Services by the relevant delivery date and advise the APEC Secretariat as to when it will be able to do so.
- 29.2. The Services must be provided to the standard that would be expected of an experienced and professional supplier of similar Services and any other standard specified in the Contract.
- 29.3. 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 the APEC Secretariat.
30. REPORTING AND COORDINATION ARRANGEMENTS

30.1. The Contractor shall liaise closely and work in collaboration with SCE Program Director in performing the Services in the Contract. The Contractor shall keep the SCE Program Director informed of progress of the Services, timelines and budget.

31. AUTHORIZED REPRESENTATIVE

31.1. The APEC Secretariat may authorize representative(s) and/or a third party to instruct and provide clarification to the Contractor in performing the Services.

Proposal Template – Attachment B

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

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 TOR. Include Method and Workplan.

Proven Capacity

Statement of Skills and Experience

Instruction to Bidders:

Bidders should provide evidence of their skills and experience in providing the Services. Give evidence of why you/your company/your team members are qualified as in Qualification of Bidders.

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

Pricing

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;

Provide your estimated travel costs to SCE meetings to be held in Viet Nam in accordance with 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 Services in this proposal, full details should be included here. Detail a plan to manage the conflict of interest.

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

Declaration by Bidder

The Proposal

The Bidder agrees to enter into a contract to provide the Services 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