



## **Request for Proposal (RFP)**

### **Fostering an Enabling Policy and Regulatory Environment in APEC for Data-Utilizing Businesses**

#### **Introduction**

- A The APEC Secretariat is seeking proposals for the provision of the Services 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	<b>11 May 2018, 11:59 pm, Singapore time (GMT +8)</b> at location of proposal submission.
Method to Submit Proposal	<p>Proposals (electronic version) must be submitted to:  <b>Ms Aveline Low, Policy Support Unit (PSU)</b>  <b>Address: APEC Secretariat, 35 Heng Mui Keng Terrace, Singapore 119616</b>  <b>Email: <a href="mailto:albh@apec.org">albh@apec.org</a></b></p> <p>by the closing time specified above. The original hard copy can be submitted after the closing time.</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	<p>The Bidder shall submit <u>one original hard copy and one electronic version (in PDF format)</u> of its detailed Proposal.</p> <p>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 Officer	<p><b>Dr Gloria O. Pasadilla</b>  <b>Senior Analyst, Policy Support Unit (PSU)</b>  <b>Email: <a href="mailto:gop@apec.org">gop@apec.org</a></b></p>
Expected execution date of Contract	<b>25 May 2018</b>
Date Services are to be completed	The Services are required to be completed on or before <b>1 May 2019</b> .

## **The Services**

The APEC Secretariat is seeking proposals for **Fostering an Enabling Policy and Regulatory Environment in APEC for Data-Utilizing Businesses.**

### **1. Background**

APEC has been working in the areas of the digital economy including e-commerce, digital trade and technological advancement for decades. In recent years, APEC has been deepening and expanding e-commerce and digital trade-related work by holding dialogues and undertaking studies, with promoting inclusive growth as a core objective. Most recently, economies reaffirmed the importance to advance initiatives in this area as mentioned in the 2017 APEC Ministers' Statement. The 2018 APEC host economy, Papua New Guinea, has also set the year's APEC theme entitled, Harnessing Inclusive Opportunities, Embracing the Digital Future, to take into account the growing significance of the digital economy as it contributes to regional economic integration and inclusiveness.

Business expectation and eagerness for advancing the e-commerce and digital trade agenda are also high. The 2017 APEC Business Advisory Council (ABAC) Report to Leaders issued a set of recommendations on internet and digital connectivity including the creation of regulatory environments "that will remove unnecessary barriers and enable digital trade, including cooperation in international efforts to enable the secure and efficient transmission of data throughout the region, and reform of domestic regulatory regimes". Reflecting its importance, ABAC established a new working group on digital innovation in 2018 to further deepen activities in this area.

Indeed, digitalization is fundamentally changing the way businesses organize and structure their operations more efficiently. The use of data by businesses is widespread and can benefit activity through various channels: as an enabler of new international production methods, as an engine for greater operational and production efficiency, and as an avenue for new opportunities and for reaching new customers. Data flow is thus creating new economic opportunities, allowing businesses to access new markets and bringing new goods and services to consumers globally.

E-commerce and digital trade also opens opportunities for entrepreneurs and micro, small and medium enterprises (MSMEs), fosters innovation and job creation, and provides tools that can help businesses overcome barriers to their growth. Innovative technologies help facilitate payments and use of alternative funding mechanisms such as cloud funding, enable multi-location collaboration, optimize investment in fixed assets through the use of data services. In addition, the so-called "Connected Industries" connect humans, machines and technologies across firms and borders to create new value.

Against these backdrops, it is more necessary than ever for governments to forge coherent and comprehensive policy approaches, to account for the new business realities and to enable its activities to make the most of the digital economy whilst addressing possible adverse effects. Since data flow is one of the key elements of digital businesses, this project will deepen understanding of real-world business by identifying innovative data-utilizing business models and conducting interviews of firms on policy environments that help promote such businesses.

### **2. Objectives of the Project**

The project aims to raise awareness and deepen understanding of leading data-utilization business models in e-commerce and digital trade and ways of protecting data privacy and security through case studies. The project will present best practices of policy environment and a set of policy recommendations in order to lead future work of the APEC Committee on Trade and Investment (CTI) and related fora in advancing digital trade agenda in APEC economies.

### 3. Scope of Services

#### 3.1 Description of Services

A Contractor will be commissioned to do the research, carry out firm interviews, lead focused group discussions, and produce a report on the case studies on firms. Specifically, the project is envisioned to do the following:

- Identify innovative data-utilizing business models, volume, types and value or importance of data transferred, data security and privacy protection through case studies and group discussions. Business models shall be selected from APEC economies widely. Much can be learned from identifying how firms use/rely on data for their innovative businesses. This will also provide a better understanding of how businesses might react to the emerging digital legislation.
- Collect perspectives of firms and the private sector, and analyze the policy environment that facilitates growth of data-utilizing businesses.
- Identify business and regulatory practices which can develop further data-utilizing business opportunities.
- Provide policy recommendations.

The case studies are expected to highlight leading business models and lessons that can help governments develop digital economy policies. The APEC Policy Support Unit (PSU) will assist in seeking the collaboration of the newly established ABAC Digital Innovation Working Group (DIWG) and others in its business network when collecting voices from the private sector and selecting business models for the case studies. APEC economies can also volunteer specific firms as leading cases and for interviews from their economies. The respondent firms should include MSMEs and should be from both developed and developing APEC economies. The final list of firms to be interviewed will be determined by PSU and the Contractor. Should the nominated list of firms to be interviewed (by APEC economies or ABAC) not be sufficient, the Contractor should be able to draw upon its own business network to increase the number of firms in the case studies.

The number of sectors and firms will depend on the willingness by firms to participate in the project. Potential sectors that can be included in the case studies are:

- E-commerce online platforms and services (media, retail, travel)
- Logistics
- Manufacturing (additive manufacturing, robotics, bio/materials)
- Internet of Things (IoT) and Manufacturing-related services such as construction industry
- Infrastructure such as electricity and water/sewage
- Transportation (automated driving, aviation, railway, intelligent transport systems)
- Agriculture.

The Contractor is expected to conduct interviews of firms and focused group discussions with trade groups for this project and, thus, should be willing and available to travel. The ABAC DIWG is expected to participate in the research and discussions. Discussions and interviews will be wide-ranging and can include:

- Firms' business structure and characteristics of business, the role of data and data flow's importance to the business model;
- Firms' practices and policies to safeguard data privacy and security;
- Legislation which affect firms' decision making, e.g., establishment of where to locate, supply chain arrangements, data transfer and safeguards;
- Firms' perspectives on optimal policy environment in APEC.

Specifically on interviews and focused group discussions, the Contractor is expected to:

- Conduct focused group discussions with businesses, possibly with:
  - 1) Selected delegates in the Digital Innovation Forum in Chinese Taipei on 19-20 July 2018; PSU is trying to coordinate with the ABAC DIWG Chair to hold a short group discussion in the margins of said Forum; and
  - 2) Asia-Pacific Financial Forum (APFF) in the margins of the Third ABAC Meeting in Kuala Lumpur, Malaysia on 23-26 July 2018. More details will be provided by PSU.
- Coordinate with, schedule and conduct interviews with firms. PSU will provide the list of firms nominated by APEC economies or ABAC to the Contractor in the course of the project, but welcomes other suggestions from the Contractor on potential firms to interview. Final coordination and scheduling of interviews with firms shall be arranged by the Contractor. An extensive business network in the APEC region from which the Contractor can draw case studies to supplement the PSU's list will be considered an advantage for the Contractor.
- Participate in and present the results to the First CTI Meeting (CTI1), tentatively in Chile in February/March 2019.
- Compile the results from firm interviews and focused group discussions together into a report on case studies on firms.

The Contractor is expected to travel to different APEC economies to conduct on-site interviews and focused group discussions, especially if there are at least 5 firms that are to be interviewed. Cognizant of the need to be cost-efficient, the Contractor can use skype interviews, if the firms agree and if the number of companies to be interviewed in the economy does not warrant the high cost of travel.

### 3.2 Expected Outputs and Timeline

The Contractor will provide the following deliverables:

- a) Inception Report (a detailed review implementation plan): A report outlining and highlighting key ideas and approaches, including proposed list of firms for case studies, schedule and plan of interviews, workshop or focused group discussions with businesses, planned questions for interviews and focused group discussions, etc.
- b) Progress Report: The initial report from some interviews with firms and focused group discussions with initial findings of needed policy environment that facilitates growth of data-utilizing businesses as well as good practices in guarding data privacy and ensuring data security.
- c) Interim Report: A report containing the results of the project based on interviews with firms and focused group discussions conducted so far. Besides the case studies discussion, it should include findings of needed policy environment that facilitates growth of data-utilizing businesses as well as good practices in guarding data privacy and ensuring data security. The report should also include individual reports of firm interviews and focused group discussions conducted. The report should already be in the APEC publication-ready format and ready for submission to the CTI at the Closing Senior Officials' Meeting (CSOM) in early November 2018.
- d) Draft Final Report: A Full Report which contains the results of all interviews and discussions covering the project as described above. This is expected to be a complete version of the Interim Report.
- e) Final Report: The Full Report after incorporating comments from APEC fora and member economies.

The timeline for the deliverables is as follows:

<b>Tasks</b>	<b>Delivery Date</b>
Submission of Inception Report	15 June 2018
Submission of Progress Report	4 September 2018
Submission of Interim Report (CSOM)	3 November 2018
Submission/Presentation of Draft Final Report (CTI1)	4 February 2019
Finalization of the Report	March-April 2019
Submission of Final Report	15 April 2019
Note: The above schedule is indicative. It may change depending on the exact meeting dates of APEC committees/fora and other factors.	

### 3.3 Expected Milestone Payments Schedule

<b>#</b>	<b>Services</b>	<b>Format</b>	<b>Quantity</b>	<b>Means of Verification</b>	<b>Due Date</b>	<b>Payment Due (in SGD, inclusive of taxes)</b>
1	Submission of Inception Report	Electronic copy in MS Word	One electronic copy	Written acceptance from PSU Project Lead on Inception Report	15 June 2018	25%
2	Submission of Progress Report	Electronic copy in MS Word	One electronic copy	Written acceptance from PSU Project Lead on Progress Report	4 September 2018	25%
3	Submission of Interim Report	Electronic copy in MS Word; in publication-ready format	One electronic copy	Written acceptance from PSU Project Lead on Interim Report	3 November 2018	25%
4	Submission of Draft Final Report	Electronic copy in MS Word; in publication-ready format	One electronic copy	Written acceptance from PSU Project Lead on Draft Final Report	4 February 2019	-
5	Submission of Final Report with all comments addressed	Electronic copy in MS Word; in publication-ready format	One electronic copy	Written acceptance from PSU Project Lead on Final Report	15 April 2019	25%

### 3.4 Qualifications of Bidder

The Bidder should have previous experience doing research work on technology and innovation, data privacy and data security. There should be evidence of the capacity to deliver high quality projects on time and within budget.

[Please also refer to RFP Schedule 5 – Evaluation Criteria]

### 3.5 Additional Requirements

A list of initial references is provided below.

- a) APEC Secretariat, APEC Policy Support Unit, Facilitating Digital Trade for Inclusive Growth: Key Issues in Promoting Digital Trade in APEC, 2017  
<https://www.apec.org/Publications/2017/04/Facilitating-Digital-Trade-for-Inclusive-Growth-Key-Issues-in-Promoting-Digital-Trade-in-APEC>
- b) APEC, Appendix 6 Collective Strategic Study on Issues Related to the Realization of the FTAAP, 2016 CTI Report to Ministers, 2016  
<https://www.apec.org/Publications/2016/11/2016-CTI-Report-to-Ministers>

### 3.6 Reports and Publications

Reports for publication must be prepared in accordance with the Guidebook on APEC Projects, APEC Publication Guidelines, PSU Style Guide, and APEC Logo Guidelines. The reports must be certified by the PSU Project Lead and endorsed by the relevant APEC committees or sub-fora, prior to submission to APEC Secretariat for approval to be published.

### 3.7 Reporting and Coordination Arrangements

- a) The PSU will oversee the management of this project and will have a high level of involvement. The PSU Project Lead for this project is Senior Analyst, Dr Gloria Obrero Pasadilla.
- b) The selected Contractor is expected to liaise with the PSU Director and PSU Project Lead concerning the negotiation of contract, the implementation process for the project, and the outputs generated. This may include meeting certain protocols, taking into account certain sensitivities, adhering to a range of guidelines, procedures and processes as well as being aware of the limitations and expectations in APEC. The Contractor will also need to consider the perspectives of relevant stakeholders in the course of completing this project including those of the CTI and other relevant APEC sub-fora.

## **4 Payment**

- 4.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor up to **SGD 155,000 (Singapore Dollars One Hundred and Fifty Five Thousand)** according to the Milestone Payments Schedule identified above at Clause 3.3. Any payment is inclusive of any Goods and Services Tax (GST) and bank charges levied by the selected Contractor's agent and/or beneficiary banks for remittances made to the selected Contractor's bank account. The Bidder is required to prepare a detailed itemised budget in submitting their proposal, including consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project, but excluding travel expenses to conduct interviews and focused group discussions.

4.2 This maximum amount payable to the selected Contractor is comprised of two parts:

4.2.1 Contractor Fee of **SGD 65,000 (Singapore Dollars Sixty Five Thousand)** as represented in Milestone Payments Schedule identified above at Clause 3.3 and itemised in Section 4.1;

4.2.2 Reimbursable Costs (Travel Expenses)

The maximum amount payable to the selected Contractor for all travel related expenses (economy airfare and per diem) to conduct interviews and focused group discussions shall not exceed the sum of **SGD 90,000 (Singapore Dollars Ninety Thousand)**, unless PSU finds it necessary to increase the travel budget to complete the project. The Contractor may request for reimbursement after each travel.

4.3 Reimbursement of Reimbursable Costs identified at Clause 4.2.2 above will be made by the APEC Secretariat to the selected Contractor in accordance with the APEC travel guidelines as set forth in the Guidebook on APEC Projects. The reimbursement of economy airfare and per diem will be made after the APEC Secretariat receives a certified invoice and original receipts, boarding passes, schedule of interviews and appointments, and the selected Contractor's Travel Reimbursement Claim Form.

4.4 Participation in the First CTI Meeting (CTI1) in Chile in February/March 2019 will be part of the Contractor's commitment and time involved and the attendance will not be separately compensated. However, travel expenses for attending such APEC meeting will be separately funded by the organizers on the basis of economy airfare and reasonable accommodation costs. These travel expenses are not part of the SGD 90,000 maximum travel budget for interviews and focused group discussions (i.e., as in Section 4.2.2).

4.5 The APEC Secretariat shall make payment on Contractor Fee (i.e., as in Section 4.2.1) according to the Milestone Payments Schedule identified above at Clause 3.3 and/or as soon as practicable after approving the Milestone and receiving the appropriate invoices and accompanying supporting documentation from the selected Contractor. The selected Contractor must complete the Services **by 1 May 2019**.

## 5 Standards and Best Practice

NIL.



## 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 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 most capable to deliver the Services. Ensure this responds to the requirements of this project, identified in Schedule 1 "the Services".

### ***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 SGD, inclusive of taxes)	Anticipated Time	Total for Person
Total (inclusive of tax)				SGD

### ***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 Services and an explanation for using subcontractors. If no subcontractors will be used insert “Not applicable”.

Proposed subcontractor (full legal name)	Scope of services 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 Services 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 Services 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 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

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

#### **1. APEC POLICIES**

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

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

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/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 Singapore 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**

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 Services 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 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.

10.2 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 Services 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 Services 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:**

- Familiarity with privacy rules, data security, technical aspects of data flows as well as extensive business network and contacts will be an advantage.
- Demonstrated ability to work with private firms and to solicit their cooperation in providing information, and possess a good business network from which to draw samples for interviews.
- Demonstrated ability to provide adequate management and support to deliver the Services.
- Evidence of the capacity to deliver high quality projects on time and within budget.

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

- Demonstrated appreciation of the key issues and risks, particularly on cross-border flows of data and data privacy and security to achieve the objectives as outlined in the RFP.
- Appropriate methodology and work plan, especially the ability to liaise with an extensive business network, to fulfil the objectives of the Services in the specified timeframes.
- Ability to draw information through interviews and focused group discussions.
- Willingness to travel extensively to conduct interviews and focused group discussions.

**(c) ANALYTICAL AND RESEARCH SKILLS:**

- Proven ability to write policy-relevant issues particularly related to cross-border data flows, data privacy and security.
- Proven analytical and research skills in past projects.
- Proven report writing skills in English for non-technical audience.

**(d) EXPERIENCE WITH APEC ECONOMIES:**

Demonstrated experience working with APEC member economies and business organizations in the region.

**(e) PROPOSAL COST:**

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



## RFP Schedule 6 – APEC Standard Contract Conditions

THE APEC SECRETARIAT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

### SPECIAL CONDITIONS

#### 1. Scope of Services:

##### 1.1 Description of Services

(hereinafter referred to as “the Services”)

##### 1.2 Expected Outputs and Timelines

##### Milestone Payments Schedule

#	Services	Format	Quantity	Means of Verification	Due Date	Payment Due (in SGD, inclusive of taxes)
1	<i>E.g. Submission of workshop final Report for publication</i>	<i>E.g. electronic/hardcopy in MS Word E.g. publication-ready</i>	<i>E.g. One electronic copy</i>	<i>E.g. (i) Written acceptance and certification from the PSU Project Lead for submission of report. (ii) Endorsement of report by the fora.</i>		
2	<i>E.g. Completion of Pre-Workshop Survey</i>		<i>E.g. One survey per member economy</i>	<i>E.g. Written acceptance and certification from the PSU Project Lead for completion of the pre-workshop survey.</i>		

1.3 Reports for publication must be prepared in accordance with the Guidebook on APEC Projects, APEC Publication Guidelines, APEC PSU Style Guide, and APEC Logo Guidelines. The reports must be certified by the PSU Project Lead and endorsed by the relevant APEC Working Group or Steering Committee, prior to submission to APEC Secretariat for approval to be published.

#### [1.4 ADDITIONAL REQUIREMENTS]

## **2. Payment**

- 2.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the Contractor up to SGD [Insert amount] [Singapore Dollars (Insert amount in words)] according to the Milestone Payments Schedule identified above at Clause 1.2. 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 above at Clause 1.2 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 [Insert Date].
- 2.3 Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be [insert name of PSU Project Lead in charge.]

## **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 number of project;
- 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 PSU Project Lead that the services have been satisfactorily completed.

- 4.3 Requirements for seeking reimbursement of approved reimbursable items include:

- 4.3.1 Providing the APEC Secretariat with airfare invoice and e-ticket receipt.
- 4.3.2 Per Diems do not need to be acquitted however the 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 PSU Project Lead. 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.

## **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 13.

### 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 2.1, "Payment" in Special Conditions.

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 PSU Project Lead 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:
  - 26.3.1.1 the likely delay and how long the Contractor thinks it will last; and
  - 26.3.1.2 details of the likely effect on the Services and the Contractor's ability to perform the Contract;
- 26.3.2 take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
- 26.3.3 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 15 or Clause 16.

## 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 a PSU Project Lead in performing the Services in the Contract. The Contractor shall keep the PSU Project Lead informed of progress of the Services, timelines and budget. The PSU Project Lead shall be assigned by the PSU Director for this project.

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.