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

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Time for submission of Proposals</td>
<td>11 March 2020, 11:59 pm, Singapore time (GMT +8) at location of proposal submission.</td>
</tr>
</tbody>
</table>
| Method to Submit Proposal | Proposals (electronic version) must be submitted to:  
Ms. Esther Neelavani d/o Magalingam, Policy Support Unit (PSU)  
Address: APEC Secretariat, 35 Heng Mui Keng Terrace, Singapore 119616  
Email: enm@apec.org  
by the closing time specified above.  
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. |
| Number of Copies to be Submitted | The Bidder shall submit one original hard copy and one electronic version (in PDF format) of its detailed Proposal.  
Decisions will be taken on the basis of the original hard copy written Proposal. In the event of any discrepancy between the original and copy thereof, information contained in the original hard copy shall be accepted as correct and shall prevail over any statements contained in the copies. |
| Contact Officer | Mr. Carlos Kuriyama  
Senior Analyst, Policy Support Unit (PSU)  
Email: cak@apec.org |
| Expected execution date of Contract | 20 March 2020 |
| Date Services are to be completed | The Services are required to be completed on or before 15 July 2020. |
The Services

The Policy Support Unit at the APEC Secretariat is seeking proposals for the project entitled **2020 APEC Economic Policy Report (AEPR): Structural Reform and Women’s Empowerment**.

1. **Background**

The Asia Pacific has emerged as the most dynamic economic region in the world. In real GDP terms and by volume of trade in goods and services, the APEC region out-performed the rest of the world between 1989 and 2015. Yet, half of the region’s population is not fully empowered to contribute to its economic growth and prosperity.

Numerous studies highlight the significant and wide-ranging benefits – economic and social, collective and individual – to be gained by women’s full and equal participation in the labour force. The cost of women’s lost economic potential is high: a United Nations report states the limits on women’s participation in the workforce across the Asia Pacific cost the regional economy an estimated USD 89 billion every year. With the rate of women’s labour force participation across the APEC region in decline, collective commitment and action is needed to address the structural barriers and policy gaps behind this trend.

While there have been notable improvements in women’s economic participation and inclusion in APEC economies, women still face more barriers than men in their pursuit of economic opportunity and security. Across all APEC economies, women’s labour force participation in the APEC region is lower than men’s. Of APEC’s 21 member economies, only eight have legislated equal pay for equal work, and a number still restrict women’s access to credit and financial services, employment in particular sectors and return to work after maternity leave.

Many APEC economies are taking steps to ensure equal opportunities for women in the labour force. Yet disparities persist within and among APEC members, with statistics often belying sub-populations of under-represented women who are facing barriers that are not fully addressed through broader structural reform efforts – such as indigenous women, women living in rural and remote areas and women working in traditionally male-dominated sectors. In some economies, supporting policy initiatives are being implemented to target these and other identified gaps.

The 2020 AEPR provides an opportunity for APEC member economies to collaborate and build meaningful policy recommendations that further our efforts to realise women’s full economic potential and comprehensive integration into the region’s economy.

2. **Objectives of the Project**

The 2020 AEPR on Structural Reform and Women’s Empowerment aims to build capability in APEC economies to identify and implement structural reforms and supporting policies that empower women to engage fully and equally in economic activity. The AEPR will provide an opportunity for APEC economies to: take stock of women’s participation in, and contribution to, the region’s economy; share information and compare policy approaches to key barriers to women’s economic participation in APEC economies; and inform the APEC Economic Committee’s future work to advance women’s empowerment issues.

The report will:

- a) Identify the key barriers and challenges to women’s economic empowerment in the APEC region;
- b) Contribute to a deeper understanding of how structural reform enables women to participate fully and equally in the economy; and
- c) Identify existing structural policies in APEC economies, and determine the kinds of economic and social policies and programs that enhance economic opportunities for women.

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3 Ibid.
3. **Scope of Services**

3.1 **Description of Services**

The 2020 AEPR will focus on women’s economic empowerment, with structural reform at the heart of the study. The future of work and gender intersectionality (i.e., age, race, ethnicity, geography) will be treated as crosscutting issues throughout the report.

The 2020 AEPR will concentrate on the structural reforms and supporting policies that enable women’s economic participation in the APEC region. The report will include five (5) parts, and the consultant will be in charge of parts 2, 3 and 4. In addition, the consultant will co-write with the APEC Policy Support Unit (PSU) a summary of the findings and policy recommendations, which will be included in part 5. The structure of the report will be as follows:

**Part 1: Introduction and Overview of Structural Reform and Women’s Economic Participation in the APEC Region**

[Drafted by the PSU]

This chapter will draw on open source data and information, the 2020 Individual Economy Report (IER) responses and case studies, APEC publications and other resources, including: The APEC Women and the Economy Dashboard, La Serena Roadmap for Women and Inclusive Growth, Women@Work, Structural Reform Measures to Improve Women’s Access to Labour Markets, Finance and Capital, and the ‘Healthy Women, Healthy Economies’ initiative. This chapter will cover:

1. Regional context: An overview of women’s economic participation in the APEC region.

2. Role of structural reform as an enabling force in women’s economic empowerment, including existing, successful structural policies in APEC economies, covering:
   a. Access to education, training and skills development and digital technology
   b. Equal employment opportunity and anti-discrimination
   c. Anti-harassment at work and travelling to and from work
   d. Gender-based violence prevention
   e. Equal pay for equal work or work of equivalent value
   f. Access to financial services and capital
   g. Access to inclusive infrastructure
   h. Ownership of assets and property
   i. Access to social protection, including maternity leave protections and childcare
   j. Ability to enter into contracts.

3. Overview of barriers to women’s economic empowerment:
   a. Key legislative and regulatory barriers to women’s economic participation in APEC economies
   b. Other barriers:
      i. Social and cultural norms that constrain women’s participation in the workforce and entrepreneurship
      ii. Multiple, intersecting forms of discrimination, such as gender, age, disability, race and ethnicity, geography
      iii. Poor access to parental leave and childcare, long-term care
      iv. Poor access to educational opportunities, including digital skills, learning and technology, leading to low representation in STEM studies and professions
      v. Limited access to e-government services
      vi. Limited access to transport, telecommunications and infrastructure (especially for women in remote and rural areas)
      vii. Limited access to employment in traditionally male-dominated sectors, i.e., resources, construction
      viii. Limited access to healthcare services and information and adequate sanitation
      ix. Limited access to clean water and energy (especially for women in rural and remote areas)
      x. Occupational segregation – women’s disproportionate representation in low-wage, insecure employment and under-representation in higher-wage sectors
      xi. Constraints on women’s freedom of movement, to include safely travelling to and from work, availability of inclusive infrastructure, facilities and equipment, and the ability to
obtain driver's licenses, passports, visas, or similar permits required to obtain or perform a job.

xii. Domestic or intimate-partner violence.

4. Availability of data to inform and evaluate structural policy for women's economic empowerment
   a. What data are APEC economies collecting and drawing on to develop inclusive structural policy related to equal employment opportunity, anti-discriminatory and anti-harassment legislation?
   b. What indicators are used to measure effectiveness?
   c. What data should be collected? Are data disaggregated by sex? Where are the gaps, i.e., omissions in disaggregated data, and what data is needed to address them?
   d. How, and how frequently, is this data reported?

**Part 2: Analysis of Women's Labour Force Participation in APEC**
[Drafted by the consultant]

This chapter will focus on the declining labour force participation by women in the APEC region. It will present an in-depth analysis to identify the key barriers affecting women's economic participation across the APEC region (as identified by the APEC Women and the Economy Dashboard).

In addition, this chapter will analyse the characteristics of women's labour market participation in the APEC region as it compares to men (i.e., number of female employees, employers, own-account workers and contributing family members, working hours (by occupation and marital status), participation in economic activities (agriculture, mining, manufacture, services) and employment by age). Noting that this data may not be available for all APEC economies, this chapter will also consider common data gaps.

**Part 3: Policy Initiatives and Programs addressing Women's Economic Empowerment**
[Drafted by the consultant]

This chapter will present and assess policy initiatives and programs that can enhance women's economic participation and security. These initiatives and programs seek to enhance the positive impacts of structural reforms and mitigate potential negative outcomes in the following areas:

1. Policies that address women's access to education, training and skills development
   a. Including up-skilling for higher-wage, high-growth future careers, such as digital, STEM and green jobs (in sustainable sectors)

2. Policies that address women's access to credit
   a. Including access to financial services and products

3. Policies that enable women to return to work after maternity leave and to access care's leave, including
   a. Parental leave provisions
   b. Subsidised childcare
   c. Long-term care leave, i.e., care for elderly family members

4. Policies that address discriminatory employment practices and restrictions on women’s employment in certain sectors
   a. Entrepreneurial: starting businesses, promoting women-owned MSMEs
   b. Advancing to leadership positions

5. Policies that address constraints on women’s freedom from violence and freedom of movement, including to travel safely to/from work.

**Part 4: Enforcement of Structural Policies to Enable Women’s Economic Participation**
[Drafted by the consultant]

This chapter will explore APEC economies’ approaches to enforcement of structural policies that enable women’s equal economic participation. It will be informed by available data, research and analysis, responses from the 2020 IERs and Case Studies submitted by APEC economies. This chapter will cover:
1. How APEC economies are monitoring employer compliance with legislation and regulations relating to women's economic participation, including discriminatory employment practices and access to credit.

2. The mechanisms APEC economies have in place for workers to report possible law violations, including whether APEC economies self-initiate enforcement efforts. How economies decide which enterprises to target for unannounced inspections/enforcement actions.

3. The gaps around enforcement efforts, and how APEC economies can improve enforcement.

**Part 5: Summary of Key Findings and Policy Recommendations**  
[Drafted by the PSU and consultant]

This chapter will summarise key factors, lessons learned, good practices and unintended consequences of structural and supporting policy responses and approaches to data and enforcement. It will draw on the report analysis, IER responses and Case Studies.

1. Summary of Key Findings

** Annexes: Individual Economy Reports and Case Studies **  
[Drafted by APEC member economies]

All APEC member economies will submit Individual Economy Reports (IER), which comprise surveys on the barriers, structural reforms and supporting policy measures in APEC economies in relation to women's economic empowerment.

Volunteering APEC member economies will also submit case studies in relation to the topic of this report on structural reform and women's empowerment.

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

### 3.2 Expected Outputs and Timelines

The consultant will provide the following deliverables:

a) **Inception Report:** a detailed coverage of the approach presented in the proposal, possible examples (if applicable) to be used in this project, and a proposed outline of Parts 2, 3 and 4.

b) **Progress Report:** a partial report with preliminary results of the investigation regarding Parts 2, 3 and 4, including progress to date, details of the work conducted and highlights of the work with relevant information.

c) **Draft Final Report:** a full report with regard to Parts 2, 3 and 4, containing the results of investigation covering the scope of the study as described in section 3.1. The draft final report must include a summary of the findings and policy recommendations regarding Parts 2, 3 and 4.

d) **Final Report:** a full report with regard to Parts 2, 3 and 4, after addressing comments from the PSU and APEC member economies.

The timeline for the deliverables is as follows:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for submission of proposals</td>
<td>11 March 2020</td>
</tr>
<tr>
<td>Contractual negotiations and appointment of consultant</td>
<td>17-20 March 2020</td>
</tr>
<tr>
<td>Research project commences</td>
<td>21 March 2020</td>
</tr>
<tr>
<td>Submission of Inception Report</td>
<td>10 April 2020</td>
</tr>
<tr>
<td>Submission of Progress Report</td>
<td>18 May 2020</td>
</tr>
<tr>
<td>Submission of Draft Final Report</td>
<td>22 June 2020</td>
</tr>
<tr>
<td>Submission of Final Report</td>
<td>15 July 2020</td>
</tr>
</tbody>
</table>

Note: The above schedule is indicative. The timeline may be adjusted subject to discussions with the PSU and meeting schedule.
### Expected Milestone Payments Schedule

<table>
<thead>
<tr>
<th>#</th>
<th>Services</th>
<th>Format</th>
<th>Quantity</th>
<th>Means of Verification</th>
<th>Due Date</th>
<th>Payment Due (in USD, inclusive of taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Inception Report</td>
<td>Electronic copy in MS Word</td>
<td>One</td>
<td>Written acceptance from PSU Project Lead on Inception Report</td>
<td>10 April 2020</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Progress Report</td>
<td>Electronic copy in MS Word</td>
<td>One</td>
<td>Written acceptance from PSU Project Lead on Progress Report</td>
<td>18 May 2020</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Submission of Draft Final Report</td>
<td>Electronic copy in MS Word; in publication-ready format</td>
<td>One</td>
<td>Written acceptance from PSU Project Lead on Draft Final Report</td>
<td>22 June 2020</td>
<td>40%</td>
</tr>
<tr>
<td>4</td>
<td>Submission of Final Report</td>
<td>Electronic copy in MS Word; in publication-ready format</td>
<td>One</td>
<td>Written acceptance from PSU Project Lead on Final Report</td>
<td>15 July 2020</td>
<td>30%</td>
</tr>
</tbody>
</table>

Note: Payment will only be processed after the PSU Project Lead is satisfied with the content of the reports.

The Bidder is required to prepare a detailed itemized budget in submitting their proposal as follows:

a) Proposed daily rate based on an estimated number of work-days.

b) Any translation costs of relevant documents, if required (e.g., laws, decrees, regulations). Consultant should submit the soft copy of any translated documents to the PSU.

c) Any other expenditures as necessary.

Cost proposals are to be presented in U.S. Dollars and should not exceed a total amount of USD 50,000. Proposals above this amount which can provide a detailed justification for the higher cost and evidence to demonstrate value for money will not be excluded.

[Please refer to RFP Schedule 2 – Proposal Template]

### Additional requirements

Reference documents for the study include, but are not limited to the following documents:


  Available at [http://apec.org/healthywomen/Reports/Reports](http://apec.org/healthywomen/Reports/Reports)


Pertaining to ‘Rights in Data’ and ‘Conflict of Interest’, please refer to RFP Schedule 6 – APEC Standard Contract Conditions, section 11 and 12.

3.5 Reports and Publications

Reports 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.
3.6 Reporting and Coordination Arrangements

a) The PSU will oversee the management of this project and expect to have a high level of involvement. The PSU Project Lead for this project is Mr. Carlos Kuriyama, Senior Analyst.

b) The selected 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 consultant will also need to consider the perspectives of relevant stakeholders in the course of completing this project including those of the APEC Economic Committee and the Policy Partnership on Women and the Economy and other relevant APEC sub-fora.

c) The PSU Project Lead will coordinate closely with the selected consultant in completing the deliverables.

4 Payment

4.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor not exceeding a total amount of **USD 50,000 [U.S. Dollars Fifty 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.

4.2 The APEC Secretariat shall make payment on Contractor Fee according to the Milestone Payment 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 **15 July 2020**.
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”.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Role</th>
<th>Rate SGD, inclusive of taxes</th>
<th>Anticipated Time</th>
<th>Total for Person</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total (inclusive of tax) USD

**Subcontractors**

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

<table>
<thead>
<tr>
<th>Proposed subcontractor (full legal name)</th>
<th>Scope of services to be subcontracted and technical significance</th>
<th>Fees and associated expenses (inclusive of tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Signatory’s printed name:</th>
<th>Signatory’s signature:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signatory’s Position</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signatory’s Phone Number</th>
<th>Signatory’s Email Address</th>
</tr>
</thead>
</table>
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](http://www.apec.org/About-Us/About-APEC/Policies-and-Procedures.aspx)
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 OR INDIVIDUAL CONSULTANT:**
   - Demonstrated experience in doing analytical research work.
   - 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 to achieve the objectives as outlined in the RFP.
   - Appropriate methodology and work plan to fulfil the objectives of the Services in the specified timeframes.

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

   (e) **PROPOSAL COST:**
   - Appropriate qualifications, experience and skills of personnel and team balance to implement the Services.
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

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

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 USD [Insert amount] [U.S. 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/organisation;
   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;
11.3 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


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 0 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.