

Request for Proposal (RFP) GOS2 – Impact and Implications of COVID-19 on Services Sector and Trade: A Contribution to the APEC Services Competitiveness Roadmap (ASCR) -Mid-term Review Report

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	Monday, 8 March 2021 at 11:59 pm, Singapore time		
Method to Submit Proposal	Proposals must be submitted in electronic copy, indicating the project number: GOS2.		
	The Proposal (in PDF format) is to be submitted in the <u>same</u> <u>email message</u> to the Contact Officer (indicated below) by the closing time specified above:		
	Mr Andre Wirjo, Policy Support Unit (PSU) Email: <u>aw13@apec.org</u>		
	Ms Esther Magalingam, Policy Support Unit (PSU) Email: <u>enm@apec.org</u>		
	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.		
Contact Officer	Mr Andre Wirjo Analyst, Policy Support Unit (PSU)		
	APEC Secretariat, 35 Heng Mui Keng Terrace, Singapore 119616 Email: <u>aw13@apec.org</u>		
Expected execution date of Contract	15 March 2021		
Date Services are to be completed	The Services are required to be completed on or before 30 September 2021.		

The Services

The APEC Secretariat is seeking proposals for the Impact and Implications of COVID-19 on Services Sector and Trade: A Contribution to the APEC Services Competitiveness Roadmap (ASCR) - Midterm Review Report.

1. Background

In November 2016, APEC Leaders endorsed the ASCR committing APEC to undertake concrete actions and pursuing mutually agreed targets that will facilitate services trade and investment and enhance the competitiveness of the services sector, while addressing factors constraining the growth of trade as well as considering the differences in economic and social circumstances across APEC economies.

As part of the ASCR, Leaders agreed to undertake a mid-term review (MTR) of the ASCR in 2021 "with a view to assessing what individual and APEC-wide actions will be required to complete the objectives by 2025." APEC Leaders also tasked Senior Officials with the overall responsibility for monitoring and evaluating progress of the ASCR and to report periodically to Ministers on progress.¹ Senior Officials subsequently agreed that GOS will support them in monitoring and encouraging action to implement the ASCR.²

To operationalise the ASCR and its Implementation Plan, the following documents have been produced: 1) ASCR Baseline Indicators Report (by Policy Support Unit or PSU)³; and 2) ASCR Consolidated Matrix of APEC-Wide Actions (by Group on Services or GOS). Moreover, several APEC fora such as Small and Medium Enterprises Working Group (SMEWG), Energy Working Group (EWG) and Policy Partnership for Science, Technology and Innovation (PPSTI) have contributed additional APEC-wide actions to support ASCR implementation. A key element of the MTR would therefore be to review, update and analyse these documents to determine APEC's progress with regards to ASCR implementation both quantitatively and qualitatively.

The MTR also provides an opportunity for APEC to further advance the competitiveness of its services sector, which is all the more relevant in light of the disruption caused by COVID-19. These could relate to areas of the existing implementation plan (covering the individual economy and APEC-wide actions) where additional effort may be required, as well as to consider other areas of focus for the implementation plan (e.g., recommendations/targets that reflect the current situation/environment faced by the services sector).

2. Objectives of the Project

The MTR will comprise of two main components, namely:

- (1) To review, update and analyse various APEC documents to determine APEC's progress with regards to ASCR implementation to date (both quantitatively and qualitatively); and
- (2) To understand the impact and implications of COVID-19 on services sector and trade, and consequently how services sector in the APEC region can respond and adapt to the post-COVID environment, specifically with respect to the next phase of ASCR implementation.

This Request for Proposal (RFP) is specific to the second component and should include the following items:

- (i) Review and analyse the impact and implications of COVID-19 on services access, provision, competitiveness, and cross-border trade in the APEC region;
- (ii) Identify how the services sector can respond and adapt to the post-COVID environment;

¹ 2016 APEC Leaders' Declaration, Annex B: APEC Services Competitiveness Roadmap (2016-2025), <u>https://www.apec.org/Meeting-Papers/Leaders-Declarations/2016/2016 aelm/2016 Annex-B</u>

² Responsibility of the Group on Services in Supporting Senior Officials in Monitoring and Encouraging Action to Implement the APEC Services Competitiveness Roadmap (Doc No. 2017/SOM1/014)

³ APEC Services Competitiveness Roadmap (ASCR) Baseline Indicators, <u>https://www.apec.org/Publications/2017/11/APEC-Services-Competitiveness-Roadmap-Baseline-Indicators</u>

- (iii) Identify how APEC economies can support the services sector and facilitate services trade to respond and adapt in this context; and
- (iv) Identify potential steps and any updates required to ensure the continued relevance of ASCR in a post-COVID environment.

COVID-19 pandemic is a health and economic crisis of unprecedented proportions. As economies around the world moved aggressively to contain the spread of the virus through various measures (e.g., mobility restrictions, social distancing measures), services have arguably been among the hardest hit sector, notwithstanding the variation in impact across different services sub-sectors and modes of supply. Indeed, in the first half of 2020, the value of commercial services trade in the APEC region fell by more than 20% (in comparison, the value of merchandise trade contracted by 11% during the same period).⁴ The write-up for this component should therefore review and analyse how output and cross-border trade (in various modes of supply) in the broad services sector as well as selected services sub-sectors (e.g., hospitality, airlines, retail, construction) have been negatively impacted by COVID-19. It should also include analysis of how that has in turn, lead to other ramifications economically and socially (e.g., in terms of employment of specific segments of the society such as women, services access by downstream firms). Relevant statistics and examples/illustrations from specific services sub-sectors should be provided where applicable.

At the same time, the pandemic has accelerated ongoing business transformation and introduced new ways of doing things, including in the services sector. From the perspective of digitalisation, for example, many firms have come to realise that the adoption of digital solutions is no longer an option, but a necessity as consumers and other downstream users adapt to new habits. Indeed, e-commerce and digital payment services are helping businesses to lock-in transactions, while fintech solutions facilitate access to liquidity. Telemedicine services are helping to ease the burden on healthcare systems amid strained capacity. The write-up for this component should therefore also review and analyse how the services sector and selected sub-sectors are responding and adapting to the post-COVID environment, including how they can continue to facilitate cross-border trade in goods and services. Given that policies, regulations and policies can play a critical role in supporting/impeding the services sector in this endeavour, examples of policies, regulations and measures which support/impede such transformation should be analysed and included where relevant and applicable.

In light of the profound and long-term shift outlined above and given the need to ensure that ASCR remains relevant in the post-COVID environment, the write-up should analyse and recommend how the existing ASCR APEC-wide actions can be adapted to the post-COVID environment (please refer to Annex A for the current list of APEC-wide actions). It should also suggest new APEC-wide actions to be considered by APEC.

3. Scope of Services

3.1 Description of Services

This RFP is looking for the development of a report as described above. In developing the report, the Contractor must ensure diversity of services sub-sectors and APEC economy to be included as examples/illustrations. The Contractor should take a balanced approach in identifying learning points and developing policy recommendations, noting that the opportunities and challenges faced by each economy may be specific and dependent on multiple factors including its level of development and legal systems. The Contractor should also recognise that successfully accelerating transformation and adapting new solutions require policymakers to not only look at their benefits, but also strive to overcome complex challenges associated with them. For example, challenges associated with digitalisation include cybersecurity and data privacy concerns; exposure to digital fraud; online misinformation; asymmetric market power and platform dominance; and persistent digital divide and infrastructure-related issues.

⁴ <u>https://www.apec.org/Publications/2020/11/APEC-Regional-Trends-Analysis---November-2020</u>

3.2 Expected Outputs and Timelines

The Contractor will provide the following deliverables:

- a) <u>Inception Report</u>, proposing the methodology and work plan, identifying services sub-sectors and APEC economies to be included as examples/illustrations in the report, and a proposed report outline.
- b) <u>Draft Report 1</u> containing write-ups for item (i), (ii) and (iii) indicated in section 2 above for review by the PSU.
- c) <u>Draft Report 2</u>, containing the full report (i.e., write-ups for item (i), (ii), (iii) and (iv) indicated in section 2 above) for review by the PSU and APEC economies.
- d) <u>Draft Final Report</u>, incorporating all comments received from the PSU, APEC economies and other reviewers.
- e) <u>Final Report</u>, incorporating all further comments received from the PSU, APEC economies and other reviewers. If applicable, this will be accompanied by a separate document containing proofs that the copyright permissions for copyrighted materials (e.g., charts, pictures, figures) have been granted by the copyright owners.
- f) <u>Presentation</u>, presenting the report analysis and findings at up to three APEC events. The time involved in preparing for and making presentations at virtual APEC events will be considered part of the Contractor's commitment to the project and will not be separately compensated.

The timeline for the deliverables is as follows:

Tasks		Delivery Date	
1	Submission of Inception Report	29 March 2021	
2	Submission of Draft Report 1	26 April 2021	
3	Submission of Draft Report 2	17 May 2021	
4	Submission of Draft Final Report	5 July 2021	
5	Submission of Final Report	9 August 2021	
6 Presentation at APEC events Dates to be advised			
Note: The above schedule is indicative only. It may change depending on the exact dates for APEC committee and fora meetings and other factors.			

3.3 Expected Milestone Payments Schedule

#	Services	Format	Quantity	Means of Verification	Due Date	Payment Due (in SGD, inclusive of taxes)
1	Submission of Inception Report	Electronic copy in MS Word	One electronic copy	Written acceptance from PSU Project Lead for submission of Inception Report	29 March 2021	10%
2	Submission of Draft Report 1	Electronic copy in MS Word; in publication- ready format	One electronic copy	Written acceptance from PSU Project Lead for submission of Draft Report 1	26 April 2021	-
3	Submission of Draft Report 2	Electronic copy in MS Word; in publication- ready format	One electronic copy	Written acceptance from PSU Project Lead for submission of Draft Report 2	17 May 2021	40%

4	Submission of Draft Final Report	Electronic copy in MS Word; in publication- ready format	One electronic copy	Written acceptance from PSU Project Lead for submission of Draft Final Report	5 July 2021	30%
5	Submission of Final Report	Electronic copy in MS Word; in publication- ready format	One electronic copy	Written acceptance from PSU Project Lead for submission of Final Report	9 August 2021	20%
6	Presentation at APEC events	Electronic copy in MS Powerpoint and presentation	One electronic copy	Written acknowledgement from PSU Project Lead for presentation	Dates to be advised	-

Proposal costs are to be presented in <u>Singapore Dollars</u> and <u>should not exceed a total amount of SGD</u> <u>50,000</u>. 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.

3.4 Qualifications of Bidder

The Bidder will need to supply evidence of ability and experience to undertake the specified objectives in this RFP, and explain their approach to the Services including:

- a) Evidence of a breadth and depth of knowledge of the services sector and the APEC region;
- b) Demonstrated experience and expertise in undertaking similar consultancy services;
- c) Evidence of the capacity to deliver high quality products on time and within budget; and
- d) Proven analytical, research and plain English report writing skills.

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

3.5 Additional Requirements

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

- a) APEC, '2016 APEC Leaders' Declaration, Annex B: APEC Services Competitiveness Roadmap (2016-2025)' (Singapore: APEC, 2016). Available at: <u>https://www.apec.org/Meeting-Papers/Leaders-Declarations/2016/2016_aelm/2016_Annex-B</u>
- b) APEC PSU, 'APEC Services Competitiveness Roadmap (ASCR) Baseline Indicators' (Singapore: APEC, 2017). Available at: <u>https://www.apec.org/Publications/2017/11/APEC-Services-Competitiveness-Roadmap-Baseline-Indicators</u>
- c) APEC PSU, 'APEC Regional Trends Analysis New Virus, Old Challenges and Rebuilding a Better Asia-Pacific' (Singapore: APEC, 2020). Available at: <u>https://www.apec.org/Publications/2020/11/APEC-</u> <u>Regional-Trends-Analysis---November-2020</u>
- d) APEC PSU, 'APEC in the Epicentre of COVID-19' (Singapore: APEC, 2020). Available at: https://www.apec.org/Publications/2020/04/APEC-in-the-Epicentre-of-COVID-19
- e) APEC PSU, 'Assessment of Capacity Building Needs to Support WTO Negotiation on Trade Related Aspects of E-commerce' (Singapore: APEC, 2020). Available at: <u>https://www.apec.org/Publications/2020/12/Assessment-of-Capacity-Building-Needs-to-Support-WTO-Negotiation</u>
- f) APEC PSU, 'Women, COVID-19 and the Future of Work in APEC' (Singapore: APEC, 2020). Available at: <u>https://www.apec.org/Publications/2020/12/Women-COVID-19-and-the-Future-of-Work-in-APEC</u>
- g) APEC PSU, 'Supporting MSMEs' Digitalization Amid COVID-19' (Singapore: APEC, 2020). Available at: https://www.apec.org/Publications/2020/07/Supporting-MSMEs-Digitalization-Amid-COVID-19

- h) APEC PSU, 'COVID-19, 4IR and the Future of Work' (Singapore: APEC, 2020). Available at: https://www.apec.org/Publications/2020/06/COVID-19-4IR-and-the-Future-of-Work
- i) APEC PSU, '2019 APEC Economic Policy Report' (Singapore: APEC, 2019). Available at: https://www.apec.org/Publications/2019/11/2019-APEC-Economic-Policy-Report
- APEC PSU, 'Facilitating Digital Trade for Inclusive Growth: Key Issues in Promoting Digital Trade in APEC' (Singapore: APEC, 2016). Available at: <u>http://publications.apec.org/Publications/2017/04/Facilitating-Digital-Trade-for-Inclusive-Growth-Key-Issues-in-Promoting-Digital-Trade-in-APEC</u>
- APEC PSU, 'Fostering an Enabling Policy and Regulatory Environment in APEC for Data-Utilizing Businesses' (Singapore: APEC, 2019). Available at: <u>https://www.apec.org/Publications/2019/07/Fostering-an-Enabling-Policy-and-Regulatory-Environment-in-APEC-for-Data-Utilizing-Businesses</u>
- APEC PSU, 'Globalization, Inclusion, and E-Commerce: APEC Agenda for SMEs' (Singapore: APEC, 2019). Available at: <u>https://www.apec.org/Publications/2018/02/Globalization-Inclusion-and-E-Commerce---APEC-Agenda-for-SMEs</u>
- m) APEC PSU, 'Promoting E-commerce to Globalize MSMEs' (Singapore: APEC, December 2019). Available at: <u>http://publications.apec.org/Publications/2017/11/Promoting-E-commerce-to-Globalize-MSMEs</u>
- n) APEC, 'Annex A: APEC Cross-Border E-Commerce Facilitation Framework' (Singapore: APEC, 2017). Available at: <u>https://www.apec.org/Meeting-Papers/Annual-Ministerial-Meetings/2017/2017_amm/Annex-A</u>
- o) APEC, 'APEC Internet and Digital Economy Roadmap' (2017/CSOM/006, Singapore: APEC, 2017). Available at: <u>https://www.apec.org/-/media/Files/Groups/ECSG/17_csom_006.pdf</u>
- p) Guzman, N. et al, 'Coronavirus' impact on service organizations: Weathering the storm' (McKinsey & Company, 2020). Available at: <u>https://www.mckinsey.com/business-functions/operations/our-insights/coronavirus-impact-on-service-organizations-weathering-the-storm</u>
- q) OECD, 'The Impact of COVID-19 international travel restrictions on services-trade costs' (Paris: OECD, 2020). Available at: <u>https://www.oecd.org/fr/publications/the-impact-of-covid-19-international-travel-restrictions-on-services-trade-costs-e443fc6b-en.htm</u>
- r) OECD, 'COVID-19, international mobility and trade in services: The road to recovery' (Paris: OECD, 2021). Available at: <u>http://www.oecd.org/coronavirus/policy-responses/covid-19-international-mobility-and-trade-in-services-the-road-to-recovery-ec716823/</u>
- s) OECD, 'Leveraging digital trade to fight the consequences of COVID-19' (Paris: OECD, 2020). Available at: <u>https://www.oecd.org/coronavirus/policy-responses/leveraging-digital-trade-to-fight-the-consequences-of-covid-19-f712f404/</u>
- t) WTO, 'Trade in Services in the Context of COVID-19' (Geneva: WTO, 2020). Available at: https://www.wto.org/english/tratop_e/covid19_e/services_report_e.pdf
- u) WTO, 'COVID-19: Measures affecting trade in services' (As of 18 November 2020). Available at: https://www.wto.org/english/tratop_e/covid19_e/trade_related_services_measure_e.htm

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 Branding Manual. 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. Reports submitted to the APEC Secretariat must not require any further copy-editing and will be presented in a level of English fit for publication.

3.7 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 Analyst, Mr Andre Wirjo.
- b) The selected Contractor will 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 GOS and other relevant APEC fora.
- c) The PSU Project Lead will coordinate closely with the Contractor in completing the deliverables.

4. Payment

- 4.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor up to SGD 50,000 (Singapore 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 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 <u>30 September 2021</u>.

RFP Schedule 2 – Proposal Template (to insert company logo)

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	\$SGD			

Subcontractors

	e form of the table below) details of any subcorvices and an explanation for using subcontra		
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 as they are all applicable to the management and delivery of APEC projects:

- (a) Guidebook on APEC Projects;
- (b) APEC Branding Manual;
- (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/en/About-Us/About-APEC/Policies-and-Procedures.aspx.

RFP Schedule 4 – Standard Conditions of Request for Proposal

1. <u>GENERAL</u>

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

2. APEC SECRETARIAT'S RIGHT TO DECLINE

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

3. CHANGES TO REQUEST FOR PROPOSALS

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

4. <u>CONTRACT</u>

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. <u>REFERENCES</u>

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.

RFP Schedule 5 – Evaluation Criteria

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.

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	E.g. Submission of workshop final Report for publication	E.g. electronic/hard copy in MS Word; publication- ready	E.g. One electronic copy	E.g. Written acceptance and certification from PSU Project Lead for submission of report.		
2	E.g. Completion of Pre-Workshop Survey		E.g. One survey per member economy	E.g. Written acceptance and certification from PSU Project Lead for completion of pre-workshop survey.		

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 Branding Manual. The Contractor must consult the APEC Publications Toolkit for guidance on drafting an APEC Publication. Reports submitted to the APEC Secretariat must not require any further copy-editing and will be presented in a level of English fit for publication. Reports for publication must be certified by the PSU Project Lead and endorsed by the relevant APEC Working Group or Steering Committee, prior to submission to the APEC Secretariat for approval to be published on the APEC Publications Database.

1.4 Additional Requirements

In signing this Contract, both parties acknowledge that the annual APEC calendar of events will be impacted by economy-level and international responses to the COVID-19 pandemic. Such impacts may include, but are not restricted to, the possible deferment or cancellation of APEC face-to-face, virtual or remote-accessed meetings, possible limited attendance at APEC events, and the reprioritization of resources towards COVID-19 programs in some economies. These measures may impact on the timeline of the project and may necessitate alterations to the Due Dates in associated contracts, such as this one. As such, both parties acknowledge that variations to the Milestone Payments Schedule, Duration and Phasing and other timelines in the Contract may be required in order to ensure full and complete delivery of the Scope of Services.

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/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 Branding Manual 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 <u>DEFAULT</u>
- 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 <u>CONFIDENTIALITY</u>

- 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

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 <u>PARTNERSHIP</u>

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 <u>AUTHORIZED REPRESENTATIVE</u>

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.

Annex A

List of APEC-wide actions under the APEC Services Competitiveness Roadmap (ASCR)

- 1. Enhancing the critical role of trade in services in global value chains, including through increased participation of MSMEs and women, under the agreed Strategic Blueprint for Promoting Global Value Chains Development and Cooperation.
- 2. Supporting cross-border mobility for professionals, building on initiatives such as the APEC Architects and Engineers Registers to facilitate mutual recognition arrangements (MRAs).
- 3. Enhancing flexibility for business visitors, building on initiatives such as the APEC Business Travel Card (ABTC).
- 4. Developing a set of good practice principles on domestic regulations in the services sector.
- 5. Implementation of the Renewed APEC Agenda on Structural Reform (RAASR), including progressing the 2016 APEC Economic Policy Report (AEPR) on Structural Reform and Services.
- 6. Supporting liberalisation, facilitation and cooperation of environmental services, by implementing and building on the agreed Environmental Services Action Plan (ESAP).
- 7. Progressive liberalization and facilitation of manufacturing-related services, by implementing and building upon under the agreed Manufacturing Related Services Action Plan (MSAP).
- 8. Supporting cooperation in the education sector including promoting internship schemes, overseas student exchange programs, and collaborative policy studies, as well as, in accordance with domestic education systems, information sharing pertinent to economies' education standards, qualifications and credit systems and measures to explore mutual recognition (learning from measures such as the ASEAN Qualifications Reference Framework).
- 9. Collaboration in responding to the rapid developments in internet-based technology to promote a regulatory approach that provides appropriate prudential oversight, legitimate consumer and security protections while enabling the flow of trade-related data in the context of an increasingly digitalized world.
- 10. Supporting certain cross-border provision of financial services subject to practical needs, domestic circumstances and regulations of each economy, including by engagement by interested economies in the building on the Asia Region Funds Passport initiative.
- 11. Supporting APEC's work on developing air, sea and land transportation in line with the APEC Connectivity Blueprint 2015-2025.
- 12. Support APEC's work on developing the travel and tourism sector for sustainable and inclusive growth, building on the work of the APEC Tourism Strategic Plan.
- 13. Development of services data and statistics to measure and support implementation of the Roadmap and improve tracking of services trade and investment more broadly.
- 14. Progressive facilitation of services to improve the regional food system to ensure access to safe, high quality food supplies across the Asia-Pacific.
- 15. Strengthen domestic and regional energy security and lower the carbon intensity of energy supply and use across region.

- 16. Examination of the impact of the Next Generation Trade and Investment Issues on Mode 3 Trade in Services.
- 17. Supporting the development of innovative MSMEs and their participations in the Digital Economy under the SMEWG Strategic Action Plan.
- 18. Enhancing ICT infrastructure and services to support economic growth.
- 19. Development of an enabling environment for innovation activities including that of services to enhance their contribution to economic growth.