Introduction

A The APEC Secretariat is seeking proposals for the provision of the Works described in *RFP Schedule 1 – Statement of Requirement*.

B Each Bidder to this RFP is expected to:

(i) fully inform itself 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>5.00 pm, Singapore time, Tuesday, October 15, 2013</td>
</tr>
</tbody>
</table>
| Method to Submit Proposal                  | Proposals must be submitted to:  
Attention: Mr. Lu Zhiwei  
Director (Program), through Ms. Norila Ali  
Energy Working Group  
APEC Secretariat  
35, Heng Mui Keng Terrace  
Singapore 119616  
Tel: (+65) 68919 600  
Fax: (+65) 68919 690  
lz@apec.org and nma@apec.org  
PROPOSAL: APEC Project No. EWG 02 2013A  
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. Scott M. Smouse  
Chair, APEC Expert Group on Clean Fossil Energy  
Phone: 412-386-5725  
Fax: 412-386-4822  
E-mail: scott.smouse@netl.doe.gov |
The APEC Secretariat is seeking proposals for the project “An APEC Initiative for Deploying Advanced Clean Coal Technologies” (EWG 02 2013A).

Background

Rapid economic and energy demand growth in a number of developing APEC economies is necessitating major expansions in energy infrastructure, especially for power generation. With growing concern about the environmental impacts from rapidly expanding coal-fired power generation, including local and regional pollution and climate change, there is a strong need to ensure that new generating plants incorporate the best and most advanced clean coal technologies (CCT) to maximize generating efficiency and to minimize environmental emissions. However, most of the smaller developing APEC economies have not adopted the latest technologies. There are many reasons for this, with lack of knowledge and confidence in advanced technologies being a major concern, along with the higher cost of the new technologies.

This project will build on a multi-year EGCFE program aimed at both new and existing coal-fired power generation. The overall objective of this program is to accelerate the uptake of clean coal technologies for new plants, particularly in developing APEC economies where coal use is on a rapid growth path; and to improve the performance of existing plants, including reduced emissions, through power plant upgrading and refurbishment and better environmental monitoring. The following APEC projects developed information and recommendations concerning key aspects of CCT development and deployment:

- EWG 05/2006: How can environmental regulations promote clean coal technology adoption in APEC developing economies?
- EWG 06/2007: Technology status and project development risks of advanced coal power generation technologies in APEC developing economies
- EWG 01/2008A: Planning and cost assessment guidelines for making new coal-fired power generation plants in developing APEC economies CO2 capture ready
- EWG 01/2008T: Reducing trade, regulatory, and financing barriers to accelerate the uptake of clean coal technologies by developing economies in the Asia Pacific region
- EWG 04/2010: Permitting issues related to new coal-based power plants, including carbon capture and storage in developing APEC economies
- EWG 24/2011: Feasibility of accelerating the deployment of carbon capture, utilization and storage (CCUS) in developing APEC economies

Published reports containing the results of the completed projects on the above list are available on the [EGCFE website](http://www.egcfe.org).

Objectives of the project

The objectives of the Advanced CCT Deployment Initiative mandated by the APEC Energy Ministers 2010 meeting in Fukui, Japan, are to:

- Assess the status of coal use and plans for new coal-based energy facilities in several developing APEC economies;
- Identify and assess technical, economic and institutional challenges limiting near-term adoption of clean and efficient coal technologies in each economy and any initiatives already

<table>
<thead>
<tr>
<th>Expected execution date of Contract</th>
<th>November 30, 2013</th>
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</thead>
<tbody>
<tr>
<td>Date Works are to be completed</td>
<td>The Works are required to be completed on or before November 30, 2014.</td>
</tr>
</tbody>
</table>
underway to address these challenges would include project development risks, trade, financing and regulatory/permitting issues;

- Highlight, for consideration by APEC member economies, government policies and incentives needed:
  - To support acceleration of advanced CCT deployment in each economy,
  - To disseminate best practices for application of CCTs to new and existing power plants,
  - To recommend capacity building measures in this area in the selected economies, and
  - To identify APEC efforts needed to promote CCT deployment.

Because about half of the global coal reserves are low-quality coals of sub-bituminous and lignite grade (i.e., low-rank coal), the Initiative will include technologies for clean and efficient use of this resource.

This project is the first phase of the Initiative. It will assess the status of CCTs, related policies, and technical, economic, and institutional challenges slowing CCT deployment in several selected developing APEC economies. The project will include technology options for CO₂ management, including carbon capture, utilization, and storage (CCUS), and issues related to early demonstration and adoption of these options.

Scope of Works

The project will be conducted by a consultant team with up-to-date knowledge and expertise in the field of clean coal technologies, under the guidance of the Project Steering Committee (PSC), consisting of the project proponent and specialists from the APEC economies who have relevant expertise. With its self-funding, Japan will designate several consultants from the Institute of Energy Economics Japan (IEEJ) and/or other organizations to work with the selected APEC consultant to implement this project. The APEC-funded consulting team will be selected via this RFP, and will be mandated to coordinate closely with the Japanese team during implementation of the project. The Japanese team will mainly:

- Conduct a preliminary survey and compile the preliminary report.
- Explain the analysis for the selected economies.
- Organize a PSC meeting to be held in Tokyo.
- Report the results for the selected economies and compile the final report.

The following basic information for the selected economies will be included in the preliminary report:

- Energy information such as supply and demand trends.
- Status of coal such as coal reserves, coal supply and demand trends.
- Status of electric power such as power supply and demand trends and power development plan.
- Current status of CCT introduction, and plans (or policy) for CCT promotion.

The scope of work outside these Japanese team activities falls under the APEC funding component.

The project will consist of in-economy consultations and assessments by a team of experts, including engineers, technologists, policy and regulatory analysts, and financial advisors, under the guidance of a Project Steering Committee (PSC), consisting of specialists from APEC economies with relevant expertise.
At least two economies will be selected from among Indonesia, Malaysia, Philippines, and Thailand, which have expressed interest in participating in the first phase of this initiative. These developing economies are either currently expanding their coal power generation or have prospects to do so. A rationale for selecting the two economies must be presented in the proposal, which may address the potential impact of the consultative process, knowledge and expertise in the proposed economies, status of CCT development in the proposed economies, the ability of the economies to finance coal power projects, etc. The APEC consultant team, in coordination with the PSC and the Japanese team, will:

- Produce a preliminary assessment report on the status of CCTs and strategies for APEC member economies on how to promote their deployment in the selected developing economies;
- Select the appropriate specialists for the visits to selected developing economies;
- Organize the visits and structure the consultations during the visits;
- Provide the final project report, including recommendations for follow-on CCT Deployment Initiative activities; and
- Present the results and conclusions at an EGCFE Clean Fossil Energy Technical and Policy Seminar.

The PSC will enhance the effectiveness of this effort, assist in matching the steps needed for CCT deployment to the situation and needs of each selected economy, and identify capacity-building needs for these economies. Specifically, the PSC will:

- Discuss the results of the preliminary assessment report;
- Assist in identifying specialists for visits to the selected economies;
- Discuss the progress and results of the visits;
- Make recommendations for the most appropriate approaches to CCT promotion in each of the selected developing economies;
- Identify how to assist the process through cooperation with developed APEC economies possessing CCT deployment experience.

The end product of the project will consist of a final report containing recommendations regarding the types of CCT best suited to deployment in the selected developing APEC economies, policies and incentives needed to accelerate deployment, capacity building measures in this area, and identification of ways that APEC can assist in promoting CCT deployment.

The report will assess the costs of deployment of CCTs and their environmental benefits in the selected economies. This will inform policymakers using data generated by both public and private sectors, and help ensure that policy decisions meet the needs of both sectors as effectively as possible. The report will help advance deployment of CCTs through implementation of its recommendations on policies that would favour selection of these technologies. It will benefit the private sector by facilitating the identification of opportunities for inward investment in CCT projects in this sector. Finally, by accelerating the deployment of CCTs in economies undergoing rapid expansion of coal-fired electricity generation, it will benefit the public in the form of a cleaner environment and contribute to lower growth in global CO₂ emissions.

In carrying out these tasks, the consultant will:

- Complete a professional analysis of the collected data and information; prepare tables and graphs showing salient results, patterns, and trends; and objectively discuss the results in a final report.
- Ensure that information is handled in a professional manner (i.e. consulting relevant economies where needed) and that all results are reviewed by the PSC before being distributed to other parties.
- Ensure that editing and formatting of the final report and any other documents for publication by APEC meet high professional standards and follow APEC’s Publication Policy.
• Provide electronic copies (MS Word and PDF formats) of the final approved report.

**Expected Outputs and Timelines**

The end product of the project will consist of a final report containing recommendations regarding the types of CCT best suited to deployment in the selected developing APEC economies, policies and incentives needed to accelerate deployment, capacity building measures in this area, and identification of ways that APEC can assist in promoting CCT deployment.

The report will assess the costs of deployment of CCTs and their environmental benefits in the selected economies. This will inform policymakers using data generated by both public and private sectors, and help ensure that policy decisions meet the needs of both sectors as effectively as possible. The report will help advance deployment of CCTs through implementation of its recommendations on policies that would favour selection of these technologies. It will benefit the private sector by facilitating the identification of opportunities for inward investment in CCT projects in this sector. Finally, by accelerating the deployment of CCTs in economies undergoing rapid expansion of coal-fired electricity generation, it will benefit the public in the form of a cleaner environment and contribute to lower growth in global CO₂ emissions.

**Table of Deliverables:**

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable</th>
<th>Format</th>
<th>Quantity</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Deadline for submission of proposal</td>
<td>According to RFP requirements</td>
<td>1 hard copy 1 electronic copy</td>
<td>October 2013</td>
</tr>
<tr>
<td>2</td>
<td>Proposal evaluation and contractor selection by a panel of representatives from APEC Member Economies</td>
<td>Not applicable</td>
<td></td>
<td>November 2013</td>
</tr>
<tr>
<td>3</td>
<td>Negotiation of contract details between the APEC Secretariat and the successful Bidder</td>
<td>According to APEC Standard Contract Conditions</td>
<td>2 originals</td>
<td>December 2013</td>
</tr>
<tr>
<td>4</td>
<td>Consultant team conducts research in advance of visiting the selected economies, and prepares and submits a preliminary assessment report.</td>
<td>Electronic version in MS Word</td>
<td></td>
<td>March 2014</td>
</tr>
<tr>
<td>5</td>
<td>First meeting of the PSC to discuss the findings of the consultant’s preliminary research and assist in planning the visits by the consultant team of specialists to the selected economies.</td>
<td>Not applicable</td>
<td></td>
<td>March 2014</td>
</tr>
<tr>
<td>6</td>
<td>Visits to the selected economies.</td>
<td>Not applicable</td>
<td></td>
<td>April – July 2014</td>
</tr>
<tr>
<td>7</td>
<td>Second meeting of the PSC to discuss the findings of the visits team, recommend approaches to CCT deployment promotion including cooperation with developed APEC economies that have CCT deployment experience.</td>
<td>Not applicable</td>
<td></td>
<td>August 2014</td>
</tr>
</tbody>
</table>
and discuss suggestions for follow-on work under the CCT Deployment Initiative after completion of this project.

8 Consultant team prepares and submits the draft final report for review by the PSC, revises the report to incorporate comments and suggestions, and finalizes it for publication. Electronic version in MS Word October-November 2014

9 Consultant presents the project results, conclusions, and recommendations at the first EGCFE Clean Fossil Energy Technical and Policy Seminar following completion of the project. Electronic version in MS Word Date to be decided (not a part of the project schedule)

Note: The consultant may propose an alternative schedule as long as the project works are completed by the end of November 2014.

Duties of Selected Contractor

In consultation with the Project Overseer and the Expert Group on Clean Fossil Energy, the successful bidder will:

- Complete a professional analysis of the collected data and information; prepare tables and graphs showing salient results, patterns, and trends; and objectively discuss the results in a final report.
- Ensure that information is handled in a professional manner (i.e. consulting relevant economies where needed) and that all results are reviewed by the PSC before being distributed to other parties.
- Ensure that editing and formatting of the final report and any other documents for publication by APEC meet high professional standards and follow APEC’s Publication Policy.
- Provide electronic copies (MS Word and PDF formats) of the final approved report.

Details of these duties are contained in the above.

Reporting and Coordination Arrangements

The selected Contractor will be required to liaise closely and work in collaboration with a Project Overseer in performing the Works in the Contract. The selected Contractor will keep the Project Overseer informed of progress of the Work, timelines and budget. The Project Overseer will be assigned by the APEC Member Economy that has requested this project.

Milestones and Terms of Payment

<table>
<thead>
<tr>
<th>#</th>
<th>Milestone Deliverable</th>
<th>Due Date</th>
<th>Means of Verification</th>
<th>Payment Schedule (US$ inclusive of tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Completion of the preliminary assessment report</td>
<td></td>
<td>Report reviewed and accepted by the PSC</td>
<td>US$25,000</td>
</tr>
<tr>
<td>2</td>
<td>Completion of visits to selected APEC economies</td>
<td></td>
<td>Summaries of results of the visits submitted and reviewed by</td>
<td>US$35,000</td>
</tr>
</tbody>
</table>
Qualifications of Bidder

The Bidder should demonstrate the following:

- Evidence of ability and experience to undertake the tasks described in this Request for Proposals, and specifically:
  - A high level of technical and business knowledge and expertise in advanced CCT projects in the APEC region, including capital and operating costs, performance, and risks of commercial projects, with particular reference to their deployment in APEC developing economies;
  - Understanding of prior experience with the adoption of advanced clean coal technologies for power generating plants in developed economies worldwide, including the issues involved in decision-making, management of the risks, interaction with environmental regulations, and incentives offered or required;
  - In-depth technical and business knowledge and experience in the region, related to power sector plans for new generation, and to existing and likely future regulations concerning coal-fired power generation in different APEC member economies; and
  - Evidence of current familiarity with and contacts in government agencies and companies involved in new coal-fired power generation decision-making in APEC developing economies.
  - Awareness of the results of previous multi-year EGCFE program’s projects on clean coal technologies (listed under the Background section of this RFP).
- Prior evidence of the capability to deliver high-quality products on time and within budget;
- An outline for project activities sufficiently detailed to demonstrate that the consultant has a clear understanding of the tasks and methodologies to be applied, has original suggestions that can ensure a quality product, will complete the work efficiently, and can provide deliverables on time and on budget.

The Bidder should provide a Résumé for each person proposed to participate in the project. When reviewing proposals, specific attention will be given to qualified women proposed by the consultant to work on the project. It will be important to involve women in the project management and execution and the dissemination of the results. The proposal should adhere to the priorities of the Framework for the Integration of Women in APEC\(^1\) (“Accelerate the progress of integrating women in the mainstream of APEC processes and activities” and “Promote and encourage the involvement of women in all APEC fora”).

The above items represent the criteria upon which proposals will be evaluated.

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\(^1\) [http://www.apec.org/About-Us/About-APEC/~/media/Files/AboutUs/AboutAPEC/History/02_aggi_framewk.pdf](http://www.apec.org/About-Us/About-APEC/~/media/Files/AboutUs/AboutAPEC/History/02_aggi_framewk.pdf)
Budget

A budget of up to US$147,000 is available for a selected Contractor to complete the identified deliverables. This amount is made up of two components:

(a) Contractor costs (up to US$96,325)
(b) Reimbursable travel costs (up to US$50,675)

For contractor costs, the Bidder is required to prepare a detailed itemised budget in submitting its proposal, including consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project.

Reimbursable travel costs will include travel expenses in connection with the project, including team visits to the selected economies during the project, participation at PSC meetings held in Tokyo, and presentation of the results at an EGCFE Clean Fossil Energy Seminar. The Seminar dates are not related to the project timetable and are likely to be after the completion date for the project.

All travel reimbursements are subject to APEC travel regulations as set out in the Guidebook on APEC Projects. The Guidebook specifies what type of travel can be claimed and provides guidelines on the use of per diem payments. Specifically, air travel is by economy class flights, and per diem rates are based on United Nations per diem rates for the cities to be visited.

Reimbursement of travel expenses will be managed by the APEC Secretariat. The contractor must inform the Secretariat one month in advance of any APEC funded travel based on the approved APEC project proposal.

All travel funded by the project other than costs of the presentation to the EGCFE Seminar must be completed and reimbursed before the deadline for project completion and disbursement of APEC funds.

The section “Pricing” in Schedule 2 of this RFP provides a template for the Bidder’s proposal budget.
Instructions to assist Bidders to complete their proposal have been included as white text on a black background.

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

Bidder’s Details

Full legal name and postal address:
Business registration number (if applicable):

Contact Officer
For all matters relating to this RFP, the Bidder’s Contact Officer will be:
Name/position title:
Telephone
Mobile:
Email:

Contract Manager
Instruction to Bidders:
Bidders should provide the requested details of the person who is the Bidder’s proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.
Name/position title:
Telephone:
Mobile:
Email:

Bidder’s Proposal
Instruction to Bidders:
Bidders should describe how they will meet the requirements set out in Schedule 1. Include Method and Work plan.

Proven Capacity
Statement of Skills and Experience
Instruction to Bidders:
Bidders should provide evidence of their skills and experience in providing the Works. Give evidence of why you/your company/your team members are most capable to deliver the Works. Ensure this responds to the requirements of this project, identified in Schedule 1 “the Works”.

Specified Personnel
Instruction to Bidders:
List who will do what. Attach CVs where appropriate. Note that any fees shown in this table form part of the pricing itemised budget below – they are not additional. If no Specified Personnel insert “Not applicable”.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Role</th>
<th>Rate ($USD, inclusive of taxes)</th>
<th>Anticipated Time</th>
<th>Total for Person</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</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 Works 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 works to be subcontracted and technical significance</th>
<th>Fees and associated expenses (inclusive of tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</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 Works in this proposal, full details should be included here. Detail a plan to manage the conflict of interest.

**Standards and Best Practice**

Instruction to Bidders:

If there was a requirement in Schedule 1, you must respond here.
Bidders must complete and sign a Declaration in the form presented below.

Declaration by Bidder
The Bidder proposes to provide the Works described in Schedule 1 to the RFP (Statement of Requirement) on the following terms:
- the RFP Schedule 1 - Statement of Requirement;
- the proposal is submitted according to Schedule 2 – Proposal Template;
- the RFP Schedule 3 – Special Conditions of Proposal;
- the RFP Schedule 4 - Standard Conditions of Request for Proposal; and
- the APEC Standard Contract Conditions described at RFP Schedule 6.

These documents collectively comprise the Bidder’s “Proposal”.

The Proposal
The Bidder agrees to enter into a contract to provide the Works in accordance with its Proposal in the form of the Standard Contract at Schedule 6 of this RFP which incorporates by reference APEC Terms and Conditions of Contract, and in accordance with APEC Guidelines referenced in RFP Schedule 3.

The Bidder agrees that the APEC Secretariat may accept or decline the Bidder’s Proposal at its discretion. No commitment or contract exists until a contract in the form of the Standard Contract is executed by both parties.

The Bidder agrees that participation in any stage of the RFP process is at the Bidder’s sole risk and cost.

Conflict of Interest
At the time of submitting a proposal, the Bidder agrees there is no conflict of interest (real or perceived) unless specifically and clearly identified in their proposal (see Schedule 2, under heading Additional Information) with a recommended plan to manage the conflict of interest.

The Bidder agrees to notify the APEC Secretariat immediately if an actual or potential conflict of interest arises.

<table>
<thead>
<tr>
<th>Signatory's printed name:</th>
<th>Signatory's signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________________</td>
<td>______________________</td>
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</table>

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

<table>
<thead>
<tr>
<th>Signatory’s Phone Number</th>
<th>Signatory’s Email Address</th>
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<tbody>
<tr>
<td>________________________</td>
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</table>
1. **APEC POLICIES**

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

   (a) Guidebook on APEC Projects;

   (b) APEC Logo Guidelines; and

   (c) APEC Publications Guidelines.

These Policies describe APEC’s approach to contracting activities, expectations of team members and contractors, and state specific requirements for use of APEC logo, branding and APEC nomenclature and other publishing requirements. Bidders are encouraged to access and inform themselves of this set of guidelines which are available on APEC’s internet site at http://www.apec.org/en/About-Us/About-APEC/Policies-and-Procedures.aspx
1. GENERAL

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

2. APEC SECRETARIAT’S RIGHT TO DECLINE

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

3. CHANGES TO REQUEST FOR PROPOSALS

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

4. CONTRACT

If the Proposal of the Bidder is accepted by the APEC Secretariat, the Bidder shall execute a contract in a standard form (“the Contract”) within the time period specified by the APEC Secretariat. See Standard Contract Conditions at RFP Schedule 6, which will form part of the Contract.

5. LODGEMENT

5.1 All documentation submitted as part of the Proposal must be in English.

5.2 Bidders are required to include all information specified in this RFP in their Proposal. Bidders accept that their failure to provide all information required, in the format specified may result in their Proposal being considered as a non-conforming Proposal and liable to rejection.

6. EVALUATION OF PROPOSALS

6.1 The evaluation panel will evaluate proposals to determine best value for money outcome. The panel will consist of members appointed at the APEC Secretariat’s discretion.

6.2 The criteria for evaluation will be assessed according to the criteria outlined at Schedule 5 - Evaluation Criteria.

7. FINANCIAL INFORMATION

7.1 If requested by APEC Secretariat, the Bidder must be able to demonstrate its financial stability and its ability to remain viable as a provider of the Works over the term of any agreement.

8. REFERENCES

As part of the evaluation of proposal process, the APEC Secretariat, at its discretion, may request from the Bidder information on past projects/experience claimed in the Bidder’s proposal, including contact details for referees.
9. NO CONTRACT OR UNDERTAKING

Nothing in this RFP will be construed to create any binding contract (express or implied) between APEC Secretariat and any Bidder until a written Contract, if any, is entered into by the parties.

10. BIDDERS ACKNOWLEDGEMENT

10.1.1 The Bidder acknowledges by lodging a Proposal that it accepts the terms of this RFP Standard Conditions of Request for Proposal, the Special Conditions of Proposal and the APEC Standard Contract Conditions.

10.1.2 A Proposal is submitted on the basis that the Bidder:
(a) has examined this RFP and any other documents referenced or referred to herein, and any other information made available in writing by APEC Secretariat to Bidders for the purposes of submitting a Proposal; and
(b) has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having effect on its Proposal.

11. CONFLICT OF INTEREST

11.1 Conflict of interest can be defined as any situation in which an individual or organisation is in a position to exploit his/her professional or official capacity in some way for personal or corporate benefit.

11.2 Bidders must identify in their Declaration by Bidder:
(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 Works in a Contract, as described in this RFP. Bidders should include details of any known circumstances that may give rise to either an actual or potential conflict of interest in relation to the project.

11.3 Bidders must notify the APEC Secretariat immediately if any actual, potential or perceived conflict of interest arises after submission of a proposal (a perceived conflict of interest is one in which a reasonable person would think that the person’s judgement and/or actions are likely to be compromised).

11.4 If any actual or potential conflicts of interest arise for a Bidder, the APEC Secretariat may:
(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 Works identified in this RFP, in the event that the Bidder is awarded the contract.
13. **CLARIFICATION**

APEC reserves the right to seek clarification or additional information from any Bidder related to their proposal.
EVALUATION CRITERIA

1. The Evaluation Criteria detailed in the section “Qualifications of the Bidder” apply to this Proposal. In general terms, they fall under the following headings:

   (a) **THE ORGANISATION:**

   Demonstrated ability to provide adequate management and support to deliver the Works. Bidder’s demonstrated experience in previous similar projects and quality of work. Could include experience of personnel nominated to provide the services.

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

   Demonstrated appreciation of the key issues and risks to achieve the Work’s objectives. Appropriate methodology and work plan to fulfil the objectives of the Works in the specified timeframes.

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

   Proven analytical and research skills in past projects.

   (d) **EXPERIENCE WITH APEC ECONOMIES**

   Demonstrated experience working in the relevant sector with APEC Economies.

   (e) **PROPOSAL COST:**

   Appropriate qualifications, experience and skills of personnel and team balance to implement the Works.
THE APEC SECRETARIAT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

PART A

1. PARTIES

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

2. PAYMENT

2.1. Subject to the satisfactory completion of the Work, the APEC Secretariat will pay the Contractor up to US$[insert amount in figures] (United States Dollars [insert amount in words]). Any payment is inclusive of any Goods and Services Tax (GST) and bank charges levied by the Contractor's agent and/or beneficiary banks for remittances made to the Contractor's bank account.

2.2. [Possible inclusion in final contract:] This maximum amount payable to the Contractor is comprised of two parts:

2.2.1. Contractor costs of US$[insert amount] as represented in milestone payments identified below at clause 2.6; and

2.2.2. Reimbursable Costs (Travel Expenses). The maximum amount payable to the Contractor for travel related expenses (airfare and per diem) shall not exceed the sum of US$[insert] (amount in words). This is comprised of the following:
   a. [list here the amounts claimable for airfare and per diem for Contractor, for experts, for participants]

2.3. Reimbursement of Reimbursable Costs identified at clause 2.2.2 above will be made by the APEC Secretariat to the Contractor in accordance with the APEC travel guidelines as set forth in the Guidebook on APEC Projects.

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

OR

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

2.6. The APEC Secretariat must make payment on Consultancy Fees according to the following schedule and/or as soon as practicable after approving the milestone and receiving the appropriate invoices and accompanying supporting documentation from the Contractor:

Drafting Note: copy from RFP and amend if necessary
<table>
<thead>
<tr>
<th>#</th>
<th>Milestone Deliverable</th>
<th>Due Date</th>
<th>Means of Verification</th>
<th>Payment Schedule (US$ inclusive of tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td></td>
<td>US$</td>
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<td>2</td>
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<td>3</td>
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<td>US$</td>
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<tr>
<td></td>
<td><strong>Total Value (including Tax)</strong></td>
<td></td>
<td></td>
<td><strong>US$</strong></td>
</tr>
</tbody>
</table>

3. **INVOICES**

3.1. The Contractor must submit invoices to the APEC Secretariat to claim payment for Milestones and approved Reimbursement cost items. Original or electronic copies of the invoices may be submitted. The invoices must be accompanied by all supporting documentation as set forth in the Guidebook on APEC Projects (the Guidebook) as varied from time to time.

3.2. Invoices shall include the following information:

(a) full name and number of project;
(b) name of Contractor;
(c) invoice date and invoice number;
(d) description of services provided and associated dates;
(e) charges and payments for previous invoices;
(f) charges for billing period;
(g) detailed banking instruction which includes the bank name, branch name, bank SWIFT code, account holder's name and number;
(h) billing by company/organisation rather than individual requires the official letter head of the company/organisation;
(i) a signed statement by the Contractor that the services have been performed in accordance with the terms and conditions of this contract, and the costs being billed are true and correct and have not been previously paid; and
(j) the invoice should be accompanied by an endorsement by the Project Overseer that the services have been satisfactorily completed.

3.3. Requirements for seeking reimbursement of approved reimbursable items include:

3.3.1. Providing APEC Secretariat with airfare invoice and e-ticket receipt.

3.3.2. Per Diems do not need to be acquitted however it is expected that the Contractor only claims per diem in accordance with the rules set out in the Guidebook, and the claim must be accompanied by confirmation from the Project Overseer. To claim reimbursement for workshop expert’s or participant’s travel and per diem, confirmation that each claimant attended the event each day and is therefore eligible for daily per diem is required. An attendance sheet signed by each claimant is recommended.

4. **COMPLETION DATE**

4.1. The Contractor must complete the Work by [Insert Date].

5. **AUTHORISED REPRESENTATIVE**

5.1. The APEC Secretariat may authorise representative(s) to instruct and provide clarification to the Contractor in performing the Work.
6. APEC SPECIFIC POLICIES AND PROCEDURES

6.1. The Contractor will complete the Works in accordance with the requirements of the APEC Publication Guidelines, APEC Logo Guidelines and the Guidebook on APEC Projects, as found at http://www.apec.org/en/About-Us/About-APEC/Policies-and-Procedures.aspx

7. EXAMINATION OF RECORDS

7.1. Upon request, the Contractor must provide the APEC Secretariat or its designated representative with access to materials relevant to the Contract, including the following:
   7.1.1. electronic documents;
   7.1.2. books;
   7.1.3. documents;
   7.1.4. papers; and
   7.1.5. other records which document transactions related to the Contract.

7.2. The Contractor’s obligation to provide access commences from the date on which the Contract is made and continues for a period of three (3) years following the completion of the Work.

8. ASSIGNMENT

8.1. The Contract is intended to cover a relationship between the Parties only. The Contractor must not transfer (i.e. assign) the Contract or any interest or benefit arising out of, or in connection with, the Contract to another person or company without the prior written approval of the APEC Secretariat.

9. CHANGES TO CONTRACT

9.1. The APEC Secretariat and the Contractor may change (i.e. vary) the terms of the Contract by written agreement only.

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

10.1. If the Contractor, its employees, agents or contractors cause damage during the performance of the Contract, the Contractor will bear all liability on behalf of the APEC Secretariat. If someone makes a claim against the APEC Secretariat for damage caused by the Contractor, its employees, agents or contractors, the Contractor must indemnify and reimburse the APEC Secretariat for any costs it has incurred (including actual legal costs on a full indemnity basis).

11. DEFAULT

11.1. A Default is anything the APEC Secretariat considers to be a significant breach of the Contract including:
   11.1.1. failure to perform an obligation under the Contract within the agreed time; or
   11.1.2. failure to deliver outputs of satisfactory capability, quality or reliability.

11.2. In the event of a Default by the Contractor, the APEC Secretariat may write to the Contractor setting out the Default and the time by when the Contractor must fix it. If the Contractor fails to fix the Default
within the time specified, the APEC Secretariat may immediately terminate the Contract by issuing a written Notice of Termination to the Contractor.

11.3. Termination under this clause does not affect the rights and/or remedies either party may have accumulated up to the date of termination including the rights and/or remedies the APEC Secretariat may have in relation to the Default.

12. **RIGHTS IN DATA**

12.1. If intellectual property or confidential information is required to enable the Contractor to provide the Work, the Contractor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e. third parties).

12.2. The APEC Secretariat shall own all intellectual property and confidential information that it creates in relation to the Work. The APEC Secretariat shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Work. In particular, the APEC Secretariat shall own the following:

12.2.1. all data resulting from performance of the Contract, regardless of its form, format, or media;
12.2.2. all data (other than that owned by third parties) used in performing the Contract regardless of its form, format, or media;
12.2.3. all data delivered under the Contract making up manuals or instructional and training materials;
12.2.4. all processes provided for use under the Contract; and
12.2.5. all any other data delivered under the Contract.

12.3. If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in clause 12.2 above) for purposes that are not in relation to the performance of the Work, it must obtain prior written consent from the APEC Secretariat.

12.4. The Contractor consents to the APEC Secretariat's use of the Contractor's own intellectual property and/or confidential information if the APEC Secretariat requires the Contractor's own intellectual property and/or confidential information to use the Work.

12.5. The Contractor must protect all intellectual property and/or confidential information belonging to the APEC Secretariat vigorously to the extent permissible by law. If the Contractor has a reasonable suspicion that there has been any event that infringes the rights of the APEC Secretariat in relation to its intellectual property and/or confidential information, it will inform the APEC Secretariat immediately.

13. **SUSPENSION OF WORK**

13.1. The APEC Secretariat may, at any time, give a written order to the Contractor, suspending all, or part, of the Work. The APEC Secretariat has full and sole discretion to decide the length of the suspension. Upon receiving the order, the Contractor must immediately comply with its terms and take all steps necessary to minimize any and all costs resulting from the suspension. The APEC Secretariat and the Contractor must negotiate any adjustment to the price and/or schedule for completing the Work, which may result from the suspension.
14. **TERMINATION BY THE APEC SECRETARIAT**

14.1. The APEC Secretariat may terminate this Contract, in whole or in part, by issuing a written Notice of Termination. The APEC Secretariat may terminate this Contract without giving any reasons. If this Contract is terminated, the APEC Secretariat and the Contractor must negotiate the rights, duties, and obligations of the parties, including but not limited to compensation to the Contractor and/or the APEC Secretariat. Any compensation to the Contractor must not exceed the total value of the Contract, which is set out in clause 2.1.

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

14.3. After termination, the Contractor must submit a final termination settlement proposal to the APEC Secretariat. The settlement proposal must include a certification from the Project Overseer of the actual costs the Contractor has incurred.

14.4. If the Contractor fails to submit the termination settlement proposal within seven (7) days from the date of the Notice of Termination, the APEC Secretariat may determine the amount, if any, due to the Contractor following the termination.

15. **LANGUAGE AND NOMENCLATURE**

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

15.1.1. be in the English language; and

16. **INTERPRETATION**

16.1. Should a dispute about the meaning of any term in the Contract arise, the APEC Secretariat may make a written determination as to the term's meaning. A written determination made under this clause shall be final and conclusive between the Parties.

17. **GOVERNING LAW**


18. **COMMUNICATIONS**

18.1. All communications relating to this Contract must be in writing and may be delivered:

18.1.1. personally;
18.1.2. by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or
18.1.3. by email.
19. **ENTIRE AGREEMENT**

19.1. This Contract is the entire agreement between the APEC Secretariat and the Contractor in relation to the matters set out in this Contract. No other terms and conditions may be included or implied. Any warranty, representation, guarantee or other term or condition not contained in this Contract has no effect.

20. **ILLEGALITY AND SEVERABILITY**

20.1. A term of this Contract that is, or becomes invalid, illegal or unenforceable in any way, may not in any way affect any other term of this Contract.

21. **WAIVER**

21.1. A Party's failure, delay or relaxation in exercising any power or right it has under this Contract does not mean that the Party has given up (i.e. waived) that power or right.

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

   21.2.1. further exercising that power or right; or
   21.2.2. exercising any other power or right under this Contract.

22. **REASONABleness**

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

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

23. **PARTNERSHIP**

23.1. This contract does not create a partnership between the APEC Secretariat and the Contractor.

24. **FORCE MAJEURE**

24.1. A Force Majeure Event is any event which is beyond the reasonable control of the Contractor or the APEC Secretariat and which makes it impossible to perform an obligation under this contract, including the following:

   24.1.1. acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
   24.1.2. acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
   24.1.3. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or
   24.1.4. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
24.2. A Party that does not perform an obligation under this contract shall not be in breach to the extent that a Force Majeure Event caused the non-performance.

24.3. Where the Contractor thinks there is likely to be a delay in performing an obligation under this Contract because of a Force Majeure Event the Contractor must:

24.3.1. immediately notify the APEC Secretariat in writing of:
   24.3.1.1. the likely delay and how long they think it will last; and
   24.3.1.2. details of the likely effect on the Work and the Contractor’s ability to perform the Contract;
24.3.2. take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
24.3.3. use its best efforts to continue to perform its obligations under the Contract.

24.4. The APEC Secretariat and the Contractor shall, as soon as practicable after receiving the notification, discuss whether the Contract can continue. If, following that discussion, the APEC Secretariat and the Contractor agree that the Contract can continue they may:

24.4.1. continue the Contract unchanged; or
24.4.2. change the Contract using the process in clause 9.

24.5. Nothing in this clause limits the APEC Secretariat's ability to suspend or terminate the Contract under clause 13 or clause 14.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE

25.1. A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act Chapter 53B to enforce any terms of this Contract.

26. PROVISION OF WORK

26.1. The Contractor must provide the Works to the APEC Secretariat on the delivery dates identified in the Contract. The Contractor must promptly notify the APEC Secretariat if the Contractor becomes aware that it will be unable to provide all or part of the Works by the relevant delivery date and advise APEC Secretariat as to when it will be able to do so.

26.2. The Works must be provided to the standard that would be expected of an experienced and professional supplier of similar Works and any other standard specified in the Contract.

26.3. The Contractor and its staff or sub-contractors shall not by virtue of this Contract be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of APEC Secretariat.