Request for Proposal (RFP)

TPT 01/2015A – Promotion of Regional Economic Integration by Developing APEC Gateway Port Connectivity

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
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<tbody>
<tr>
<td>Closing Time for submission of Proposals</td>
<td>23 March 2016, 1700 hrs (Singapore time)</td>
</tr>
<tr>
<td>Method to Submit Proposal</td>
<td>Proposals must be submitted to:</td>
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<tr>
<td></td>
<td>Mr. Pavel Bronnikov</td>
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<td></td>
<td>Director (Program)</td>
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<td></td>
<td>APEC Secretariat</td>
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<td></td>
<td>35 Heng Mui Keng Terrace Singapore 119616</td>
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<tr>
<td></td>
<td>Email: <a href="mailto:pb@apec.org">pb@apec.org</a></td>
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<tr>
<td></td>
<td>With a copy to Ms. Linnus Teo at <a href="mailto:ltsy@apec.org">ltsy@apec.org</a></td>
</tr>
<tr>
<td></td>
<td>PROPOSAL: TPT 01/2015A</td>
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<td>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.</td>
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<tr>
<td>Number of Copies to be Submitted</td>
<td>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.</td>
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The APEC Secretariat is seeking proposals for completion of the study titled “Promotion of Regional Economic Integration by Developing APEC Gateway Port Connectivity” and to host a workshop to share the study results.

1. Background

This study is being undertaken in the APEC Transportation Working Group (TPTWG) – Intermodal and Intelligent Transportation Systems (ITS) Expert Group (IIEG), with the endorsement and support from the Maritime Expert Group (MEG).

The APEC region is one of the most active regions in terms of economic growth, which can be evidenced by the dominance of APEC ports in the world’s top 20 container ports in 2013, where 16 of the 20 largest container ports are located in the APEC region. The APEC Gateway seaports and its network of intermodal connections to the hinterland are the critical nodes of the overall intermodal supply chain network. Some of these mega ports are often referred to as “Gateway Port”, which imply the ability to handle intermodal / multi-modal traffic. It’s a concept that is still evolving and depends largely on the ports' location and the geographic region. Understanding how to establish a successful and efficient network of Gateway ports in the APEC region to facilitate trade and economic growth is one of the key goals of this study.

This study has been endorsed by the APEC TPTWG to addresses the priorities and goals set by APEC Ministers and leaders in various working groups to address the issue of economic growth and supply chain connectivity through the following statements:

- The Ministerial Joint Statements issued at the October 2015 APEC Transportation Ministerial Meetings in Cebu, Philippines, reiterated the intention on promoting connectivity and implementing the APEC Connectivity Blueprint, which is a goal to reach a seamlessly and comprehensively connected and integrated Asia-Pacific through the pillars of Physical Connectivity, Institutional Connectivity and People-to-People Connectivity.

- At the May 2015 Meeting of APEC Ministers Responsible for Trade in Boracay, the Philippines, the APEC Ministers Responsible for Trade reiterated the priority area in Enhancing the Regional Economic Integration Agenda by promoting supply chain connectivity.

- At the 2015 APEC First Senior Officials Meeting from January 26 to February 7, 2015 at Clark and Subic Freeport Zones in the Philippine, APEC leaders agreed one the 2015 APEC priorities is "Enhancing the Regional Economic Integration Agenda".
The Committee on Trade and Investment (CTI) adopted a 10 percent overarching target to improve supply-chain performance in terms of time, cost and uncertainty by 2015 under the Supply-chain Connectivity Framework. The framework identified a number of supply-chain chokepoints that needs to be addressed, of which chokepoint 2 and 6 are related to the physical connectivity.

This study will analyze the common characteristics, development trends, challenges, prime motivators, and best practices of promoting connectivity between Gateway ports along the trade corridors and intermodal connectivity between ports and the hinterland. The study will also review the feasibility of developing a Gateway Port Connectivity indicator as a policy tool to help monitor and promote any improvements in accessibility, capacity, connectivity, and efficiency at the APEC Gateway ports.

As part of the study, there will also be a workshop to raise awareness of the importance of Gateway port among the APEC economies decision makers and private / public port and intermodal stakeholders. The study results intend to highlight the advantages and challenges of establishing a Gateway port with policies and recommendations to facilitate maritime trade and improve regional economic integration.

2. Objectives of the project

There are five main objectives for the project as listed below:

a) Increase APEC economies' understanding and awareness of Gateway ports in the APEC region to better appreciate Gateway ports' function and importance in promoting economic integration;

b) Review and share best practice on the development trend of Gateway ports;

c) Identify key success factors and challenges that influence and enhance Gateway port connectivity;

d) Develop an indicator to monitor level of Gateway port connectivity; and,

e) Provide technical and policy recommendations on Gateway port development.

3. Scope of Services

3.1 Description of Services

The contractor will prepare the proposal based on the following four steps for the project illustrating the task required, output, and the approximate timeline. The contractor is also encouraged to suggest additional creative approaches within the maximum level of effort to help achieve the project objective.

Step 1: Data Collection (March 2016 to June 2016)

Activities: Collect data and feedback from leading ports and intermodal stakeholders in the APEC regions to summarize common characteristics and development trend of Gateway port. Study team will also conduct phone/email interview with private sector terminal operators, government officials, shipping line companies, and other transportation and supply chain stakeholders, and literature review to collect relevant data.

- Conduct literature research and document the best practice on:
  - Basic understanding of a well connected intermodal freight transport network in the APEC region and worldwide.
  - Importance of Gateway port development and how it improves regional economic activities.
Current state of port terminals, shipping lines, transportation providers such as trucking and railway, short-sea shipping, and inland terminal industry within the APEC region and worldwide.

Public or private sector initiatives to coordinate develop port terminals and intermodal transportation infrastructures to improve the overall supply chain connectivity, such as Canada's Asia-Pacific Gateway and Corridor Initiative.

Example studies would include, but not limited to, the OECD recent report on "The Impact of Mega Ship", UNCTAD recent report on "Review of Maritime Transport 2015", summary of the APEC Port Service Network (APSN) workshop on Improving Port and Supply Chain Connectivity, and any other previous APEC studies.

- Conduct phone or email interview/survey with various APEC economies Department of Transport officials and private sectors terminal operators, shipping lines, and other intermodal stakeholders to understand and validate the current state of Gateway port development within their organizations and regions.
- Prior to the interview / survey, prepare and distribute discussion guide and questionnaire by email and distribute to APEC economies Department of Transport officials and private sectors terminal operators, shipping lines, and other intermodal stakeholders. The discussion guide should explain the study objective and to seek feedback on definition of Gateway port and the advantages and challenges on Gateway port development.
- Review previous and on-going APEC projects on supply chain connectivity to ensure this study complement previous effort.
- Review available tools to measure and monitor supply chain and marine trade connectivity such as the UNCTAD Connectivity Index.

**Output:** A Technical Memorandum #1 including all summary of literature research including the definition of “Gateway Port”, current development plan and connections of APEC Gateway ports, common characteristics and best practice of establishing Gateway port connectivity, available connectivity measuring and monitoring tool, and interview results.

**Step 2: Data Analysis (July 2016 to August 2016)**

Activities: Analyze the potential influence of external factors such as manufacturing transferring, larger-sized vessel, and port regionalization to the development of Gateway ports in APEC region. Study will also review available port connectivity performance indicators (e.g. UNCTAD Liner shipping connectivity index) and assess feasibility for adopting such indicator for APEC region.

- Develop an inventory of issues, trends, and success factors for Gateway port development from the survey results and literature review.
- Review the methodology of tool such as the UNCTAD Liner shipping connectivity index and determine what data is required to develop similar monitoring tool for the APEC region.
- Review the technical feasibility (eg. data availability, index update cycle, and level of resource required, etc) of setting up similar index for the APEC region.
- Provide preliminary technical and policy recommendations on establishing a well connected Gateway port and improving its connectivity.
- Prepare material for a summer 2016 workshop with APEC economies and key supply chain stakeholders to share and validate study findings and recommendations.
- Send out workshop invitation at least two months in advance of the workshop.
Output: A Technical Memorandum #2 describing the best practices of improving Gateway Port Connectivity considering institution, infrastructure, operation and information. It will also include the finding of the feasibility of setting up a connectivity index similar to the UNCTAD Liner Shipping Connectivity Index and a list of technical and policy recommendation for improving the development of Gateway Port.

Step 3: Workshop (August 2016 to September 2016)

Activities: Host a workshop on the margins of the Transportation Working Group TPTWG- 43 meeting in summer 2016 as a standalone event to present study findings. The current host country for TPTWG-43 is Malaysia (still subject to confirmation). All study findings on Gateway port development and tool to monitor Gateway port connectivity will be presented for discussion. Draft technical and policy recommendations will also be presented for discussion and validation as well. Workshop speakers would include the study contractor and invited expert speakers on port terminal development and intermodal freight network planning.

Workshop attendees could include government officials responsible for port infrastructure strategy and investment from APEC economies, APEC TPTWG members in the IIEG and Maritime Expert Group (MEG), other APEC fora such as Committee on Trade and Investment (CTI) and APEC Business Advisory Council (ABAC), APSN members, and public and private port, shipping lines, shippers, and other intermodal stakeholders.

Output: Hosting the workshop (including all preparation work) and a workshop summary with comments and suggestions from attendees.

Step 4: Final Report and Research Paper (September 2016 to November 2016)

Activities: All study findings, including the best practices, methodology and data required for the Gateway port connectivity index, and list of technical and policy recommendations in promoting Gateway ports connectivity and development, will be summarized in the final report. The documents will be available in publications and online.

A separate research paper will be submitted to technical journals, trade and maritime related conferences, and business magazines for presentation and publication consideration. These could include the Transportation Research Board, Journal of Commerce TPM Asia Conference, World of Cargoes, or PortStrategy, etc.

Publication and presentations on the study findings and recommendations will be made available to other APEC workings groups such as Committee on Trade and Investment and APEC Business Advisory Council.

Output: The final report and one research paper.

3.2 Expected Outputs and Timelines

The outputs of the project include a workshop and a final report and research paper with technical and policy recommendation on Gateway Port development in APEC economies. The development of a Gateway Port Connectivity indicator for the APEC region will be included in the final report as well.

Workshop: the Project Overseer, in collaboration with the successful contractor, will organize a Workshop on the margins of the Transportation Working Group TPTWG- 43 meeting in summer 2016 (Malaysia) as a standalone event. The preliminary study findings with the technical and policy recommendation will be presented at the Workshop, along with the presentation on the recommended Gateway port connectivity indicator. The workshop could include a technical tour of the local port terminal facility to visually demonstrate to the workshop participants the scale and importance of the Gateway port development and linkage to economic development.
**Final Report and Research Paper:** All study findings, including the best practices and list of technical and policy recommendations in promoting Gateway port connectivity and development, will be summarized in the final report. The document will be available in publication and online on the APEC TPT-WG website. A research paper will also be developed to capture the study objectives, findings and recommendations that can be submitted for presentation at other technical conference and research journal and publication, such as Transportation Research Board, Journal of Commerce, World Cargo News, or PortStrategy. The final report and research should be completed by November 2016.

**Study Timeline:** The estimated timeline for the study is shown below and will be finalized in consultation with the successful contractor.

- Step 1 Data Collection – March to June 2016
- Step 2 Data Analysis – July to August 2016
- Step 3 Workshop – August to September 2016

### 3.3 Expected Milestone Payments Schedule

<table>
<thead>
<tr>
<th>#</th>
<th>Services</th>
<th>Format</th>
<th>Quantity</th>
<th>Means of Verification</th>
<th>Due Date</th>
<th>Payment Due (in USD, inclusive of taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Technical Memorandum #1 Data Collection.</td>
<td>Electronic in MS Word and in PDF</td>
<td>One electronic copy</td>
<td>Written acceptance and certification from the Project Overseer for submission of Technical Memorandum.</td>
<td>Spring 2016, exact date depend on proposed work schedule</td>
<td>$34,000</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Technical Memorandum #2 Data Analysis.</td>
<td>Electronic in MS Word and in PDF</td>
<td>One electronic copy</td>
<td>Written acceptance and certification from the Project Overseer for submission of Technical Memorandum.</td>
<td>Summer 2016, exact date depend on proposed work schedule</td>
<td>$13,000</td>
</tr>
<tr>
<td>3</td>
<td>Submission of Workshop Summary</td>
<td>Electronic in MS Word and in PDF</td>
<td>One electronic copy</td>
<td>Written acceptance and certification from the Project Overseer for submission of Workshop Summary.</td>
<td>Summer 2016, within three weeks of workshop</td>
<td>$13,000</td>
</tr>
<tr>
<td>4</td>
<td>Submission of Draft Report</td>
<td>Electronic in MS Word and in PDF</td>
<td>One electronic copy</td>
<td>Written acceptance and certification from the Project Overseer for submission of</td>
<td>September 2016</td>
<td>$10,000</td>
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3.4 Qualifications of Bidder

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

- Evidence of a breadth and depth of knowledge of:
  - International and regional intermodal supply chain planning and operation;
  - Marine terminal industry;
  - Rail and trucking transportation industry;
  - Short Sea Shipping industry;
  - Shipping line industry; and,
  - APEC member economies government initiatives on trade and infrastructure.

- Demonstrated experience and expertise in undertaking similar consultancy services in the Transportation and Maritime sector of APEC Member Economies;

- Evidence of the capacity to deliver high quality products on time and within budget;

- Experience in hosting a technical and engagement workshop with APEC Member Economies; and;

- Proven analytical, research and plain English report writing and presentation skills.

It is essential that the contractor demonstrates, through the experience outlined in its proposal, that its team has a sound working knowledge and understanding those experience listed above. This will be important to the success of the work and to the credibility of the final results.

The bidder also needs to identify a Project Manager who has a minimum of ten (10) years in at least one or more of the experiences listed above. The Project Manager also need to have a minimum of five (5) years experience in project management.
3.5 Additional requirements

In addition to the deliverables, the contractor will also provide:

- All files and documents (either digital or hard copy) gathered for this study;
- Models and tools developed for this study;
- All the technical notes and communication materials; and
- All presentation materials.

3.6 Reports and Publications

Reports for publication must be prepared in accordance with the Guidebook on APEC Projects, APEC Publication Guidelines and APEC Logo Guidelines - http://www.apec.org/About-Us/About-APEC/Policies-and-Procedures.aspx. The reports must be certified by the Project Overseer, prior to submission to APEC Secretariat for approval to be published. The report must be accurate, not misleading in any respect, and be written in a manner that will be easily understood to the targeted audience.

3.7 Reporting and Coordination Arrangements

The selected Contractor will be required to liaise closely and work in collaboration with a Project Overseer in performing the Services 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.

There will also be a Study Management Team put in place to oversee the overall study progress and provide general guidance to the Project Overseer on conducting this study.

4. Payment

4.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor up to USD 92,000 (United States Dollars Ninety-two 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 This maximum amount payable to the selected Contractor is comprised of two parts:

4.2.1 Contractor Fee of USD 80,000 (United States Dollars Eighty Thousand) as represented in Milestone Payments Schedule identified above at Clause 3.3;

4.2.2 Reimbursable Costs (Travel Expenses)

i. The maximum amount payable to the selected Contractor (for two staff) for travel related expenses (airfare and per diem) shall not exceed USD 5,000 (United States Dollars Five Thousand) for one round trip (3 days) to support the workshop / site visit. The per diem cost shall not exceed USD 3,000 (United States Dollars Three Thousand) and the airfare cost shall not exceed USD 2,000 (United States Dollars Two Thousand).

ii. The maximum amount payable to the two experts (not part of the contractor) for travel related expenses (airfare and per diem) shall not exceed USD 5,000 (United States dollars Five Thousand) for one round trip (3 days) to support the workshop / site visit. The per diem cost shall not exceed USD 3,000 (United States Dollars Three Thousand) and the airfare cost shall not exceed USD 2,000 (United States Dollars Two Thousand).
iii. Honorarium fee of USD 1,000 (United States Dollars One Thousand) each may be made available to two experts for participation in the workshop and site visit. The Honorarium fee for experts is not allowable if they are officials from government or international organizations.

4.3 Reimbursement of Reimbursable Costs identified at Clause 4.2.2 above will be made by the APEC Secretariat to the selected Contractor and experts in accordance with the APEC travel guidelines as set forth in the Guidebook on APEC Projects. The reimbursement of airfare and per diem for selected Contractor and experts will be made after APEC Secretariat receives a certified invoice and original receipts, Contractor’s Travel Reimbursement Claim Form and any relevant Attendance Sheets for per diem claims, from the Project Overseer.

4.4 The reimbursement of airfare and per diem will be made after APEC Secretariat receives a certified invoice and original receipts, and the selected Contractor’s Travel Reimbursement Claim Form from the Project Overseer.

4.5 The APEC Secretariat shall make payment on Contractor Fee according to the Milestone Payment Schedule identified above at Clause 3.3 and/or as soon as practicable after approving the Milestone and receiving the appropriate invoices and accompanying supporting documentation from the selected Contractor. The selected Contractor must complete the Services by November 30, 2016.
**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**

Name/position title:
Telephone:
Mobile:
Email:

**Bidder’s Proposal**

**Proven Capacity**

*Statement of Skills and Experience*
Specified Personnel

<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>
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Total (inclusive of tax) $USD

Subcontractors

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

1. Itemised budget (all pricing must be inclusive of taxes)

Conflict of Interest

This is a mandatory field, a response is required.

Standards and Best Practice
**Declaration by Bidder**

The Bidder proposes to provide the Services described in Schedule 1 to the RFP *(Statement of Requirement)* on the following terms:

- the RFP Schedule 1 - Statement of Requirement;
- the proposal is submitted according to Schedule 2 – Proposal Template;
- the RFP Schedule 3 – Special Conditions of Proposal;
- the RFP Schedule 4 - Standard Conditions of Request for Proposal; and
- the APEC Standard Contract Conditions described at RFP Schedule 6.

These documents collectively comprise the Bidder’s "Proposal".

**The Proposal**

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

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

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

**Conflict of Interest**

At the time of submitting a proposal, the Bidder agrees there is no conflict of interest (real or perceived) unless specifically and clearly identified in their proposal (see Schedule 2, under heading Additional Information) with a recommended plan to manage the conflict of interest. The Bidder agrees to notify the APEC Secretariat immediately if an actual or potential conflict of interest arises.

<table>
<thead>
<tr>
<th>Signatory’s printed name:</th>
<th>Signatory’s signature:</th>
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<tbody>
<tr>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>Signatory’s Phone Number</td>
<td>Signatory’s Email Address</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 Services over the term of any agreement.

8. REFERENCES

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

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

10. BIDDERS ACKNOWLEDGEMENT

10.1.1 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 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.
1. The Evaluation Criteria detailed in this clause apply to this Proposal, and the Bidder’s response to them:

(a) ORGANISATION QUALIFICATION:
   - Knowledge, experience and human resources available in subject area.
   - Evidence of good administrative structure, management practices and project administration.

(b) APPROACH TO THE SERVICES:
   - Understanding of the work to be undertaken, the responsibilities and the outputs required, adherence to the spirit and framework of the Scope of Services, creativity and innovation, and originality of the proposal
   - Quality of the proposed Work Program and technical approach to carry out the work.
   - Demonstration of compliance with the Scope of Services.

(c) PROJECT TEAM QUALIFICATION:
   - Relevant experience, expertise and educational qualifications of the Project Manager and other key personnel assigned to carry out tasks in the project.
   - Availability of proposed personnel to proceed immediately with the project and in accordance with the schedule requirements.

(d) EXPERIENCE WITH APEC ECONOMIES:
   - Demonstrated experience working in the marine transportation, marine terminal, and international intermodal supply chain sector with APEC Economies.

(e) PROPOSAL COST:
   - Adequacy of level of effort in achieving project tasks, work plan and schedule.
   - The details of the hour allocation of the personnel and the cost effective use of appropriate technical experts and other personnel resources.
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

The contractor will prepare the proposal based on the following four steps for the project illustrating the task required, output, and the approximate timeline. The contractor is also encouraged to suggest additional creative approaches within the maximum level of effort to help achieve the project objective.

Step 1: Data Collection (March 2016 to June 2016)

Activities: Collect data and feedback from leading ports and intermodal stakeholders in the APEC regions to summarize common characteristics and development trend of Gateway port. Study team will also conduct phone/email interview with private sector terminal operators, government officials, shipping line companies, and other transportation and supply chain stakeholders, and literature review to collect relevant data.

- Conduct literature research and document the best practice on:
  - Basic understanding of a well connected intermodal freight transport network in the APEC region and worldwide.
  - Importance of Gateway port development and how it improves regional economic activities.
  - Current state of port terminals, shipping lines, transportation providers such as trucking and railway, short-sea shipping, and inland terminal industry within the APEC region and worldwide.
  - Public or private sector initiatives to coordinate develop port terminals and intermodal transportation infrastructures to improve the overall supply chain connectivity, such as Canada’s Asia-Pacific Gateway and Corridor Initiative.

Example studies would include, but not limited to, the OECD recent report on “The Impact of Mega Ship”, UNCTAD recent report on “Review of Maritime Transport 2015”, summary of the APEC Port Service Network (APSN) workshop on Improving Port and Supply Chain Connectivity, and any other previous APEC studies.

- Conduct phone or email interview/survey with various APEC economies Department of Transport officials and private sectors terminal operators, shipping lines, and other intermodal stakeholders to understand and validate the current state of Gateway port development within their organizations and regions.
Prior to the interview / survey, prepare and distribute discussion guide and questionnaire by email and distribute to APEC economies Department of Transport officials and private sectors terminal operators, shipping lines, and other intermodal stakeholders. The discussion guide should explain the study objective and to seek feedback on definition of Gateway port and the advantages and challenges on Gateway port development.

Review previous and on-going APEC projects on supply chain connectivity to ensure this study complement previous effort.

Review available tools to measure and monitor supply chain and marine trade connectivity such as the UNCTAD Connectivity Index.

Output: A Technical Memorandum #1 including all summary of literature research including the definition of “Gateway Port", current development plan and connections of APEC Gateway ports, common characteristics and best practice of establishing Gateway port connectivity, available connectivity measuring and monitoring tool, and interview results.

Step 2: Data Analysis (July 2016 to August 2016)

Activities: Analyze the potential influence of external factors such as manufacturing transferring, larger-sized vessel, and port regionalization to the development of Gateway ports in APEC region. Study will also review available port connectivity performance indicators (e.g. UNCTAD Liner shipping connectivity index) and assess feasibility for adopting such indicator for APEC region.

- Develop an inventory of issues, trends, and success factors for Gateway port development from the survey results and literature review.
- Review the methodology of tool such as the UNCTAD Liner shipping connectivity index and determine what data is required to develop similar monitoring tool for the APEC region.
- Review the technical feasibility (eg. data availability, index update cycle, and level of resource required, etc) of setting up similar index for the APEC region.
- Provide preliminary technical and policy recommendations on establishing a well connected Gateway port and improving its connectivity.
- Prepare material for a summer 2016 workshop with APEC economies and key supply chain stakeholders to share and validate study findings and recommendations.
- Send out workshop invitation at least two months in advance of the workshop.

Output: A Technical Memorandum #2 describing the best practices of improving Gateway Port Connectivity considering institution, infrastructure, operation and information. It will also include the finding of the feasibility of setting up a connectivity index similar to the UNCTAD Liner Shipping Connectivity Index and a list of technical and policy recommendation for improving the development of Gateway Port.

Step 3: Workshop (August 2016 to September 2016)

Activities: Host a workshop on the margins of the Transportation Working Group TPTWG-43 meeting in summer 2016 as a standalone event to present study findings. The current host country for TPTWG-43 is Malaysia (still subject to confirmation). All study findings on Gateway port development and tool to monitor Gateway port connectivity will be presented for discussion. Draft technical and policy recommendations will also be presented for discussion and validation as well. Workshop speakers would include the study contractor and invited expert speakers on port terminal development and intermodal freight network planning.
Workshop attendees could include government officials responsible for port infrastructure strategy and investment from APEC economies, APEC TPTWG members in the IIIEG and Maritime Expert Group (MEG), other APEC fora such as Committee on Trade and Investment (CTI) and APEC Business Advisory Council (ABAC), APSN members, and public and private port, shipping lines, shippers, and other intermodal stakeholders.

Output: Hosting the workshop (including all preparation work) and a workshop summary with comments and suggestions from attendees.

Step 4: Final Report and Research Paper (September 2016 to November 2016)

Activities: All study findings, including the best practices, methodology and data required for the Gateway port connectivity index, and list of technical and policy recommendations in promoting Gateway ports connectivity and development, will be summarized in the final report. The documents will be available in publications and online.

A separate research paper will be submitted to technical journals, trade and maritime related conferences, and business magazines for presentation and publication consideration. These could include the Transportation Research Board, Journal of Commerce TPM Asia Conference, World of Cargoes, or PortStrategy, etc.

Publication and presentations on the study findings and recommendations will be made available to other APEC workings groups such as Committee on Trade and Investment and APEC Business Advisory Council.

Output: The final report and one research paper.

3.2 Expected Outputs and Timelines

The outputs of the project include a workshop and a final report and research paper with technical and policy recommendation on Gateway Port development in APEC economies. The development of a Gateway Port Connectivity indicator for the APEC region will be included in the final report as well.

Workshop: the Project Overseer, in collaboration with the successful contractor, will organize a Workshop on the margins of the Transportation Working Group TPTWG- 43 meeting in summer 2016 (Malaysia) as a standalone event. The preliminary study findings with the technical and policy recommendation will be presented at the Workshop, along with the presentation on the recommended Gateway port connectivity indicator. The workshop could include a technical tour of the local port terminal facility to visually demonstrate to the workshop participants the scale and importance of the Gateway port development and linkage to economic development.

Final Report and Research Paper: All study findings, including the best practices and list of technical and policy recommendations in promoting Gateway port connectivity and development, will be summarized in the final report. The document will be available in publication and online on the APEC TPT-WG website. A research paper will also be developed to capture the study objectives, findings and recommendations that can be submitted for presentation at other technical conference and research journal and publication, such as Transportation Research Board, Journal of Commerce, World Cargo News, or PortStrategy. The final report and research should be completed by November 2016.

Study Timeline: The estimated timeline for the study is shown below and will be finalized in consultation with the successful contractor.

- Step 1 Data Collection – March to June 2016
- Step 2 Data Analysis – July to August 2016
- Step 3 Workshop – August to September 2016
<table>
<thead>
<tr>
<th>#</th>
<th>Services</th>
<th>Format</th>
<th>Quantity</th>
<th>Means of Verification</th>
<th>Due Date</th>
<th>Payment Due (in USD, inclusive of taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Technical Memorandum #1 Data Collection.</td>
<td>Electronic in MS Word and in PDF</td>
<td>One</td>
<td>Written acceptance and certification from the Project Overseer for submission of Technical Memorandum.</td>
<td>Spring 2016, exact date depend on proposed work schedule</td>
<td>$34,000</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Technical Memorandum #2 Data Analysis.</td>
<td>Electronic in MS Word and in PDF</td>
<td>One</td>
<td>Written acceptance and certification from the Project Overseer for submission of Technical Memorandum.</td>
<td>Summer 2016, exact date depend on proposed work schedule</td>
<td>$13,000</td>
</tr>
<tr>
<td>3</td>
<td>Submission of Workshop Summary</td>
<td>Electronic in MS Word and in PDF</td>
<td>One</td>
<td>Written acceptance and certification from the Project Overseer for submission of Workshop Summary.</td>
<td>Summer 2016, within three weeks of workshop</td>
<td>$13,000</td>
</tr>
<tr>
<td>4</td>
<td>Submission of Draft Report</td>
<td>Electronic in MS Word and in PDF</td>
<td>One</td>
<td>Written acceptance and certification from the Project Overseer for submission of report.</td>
<td>September 2016</td>
<td>$10,000</td>
</tr>
<tr>
<td>5</td>
<td>Submission of Final Report</td>
<td>Electronic in MS Word and in PDF</td>
<td>One</td>
<td>(i) Written acceptance and certification from the Project Overseer for submission of report.</td>
<td>October 2016</td>
<td>$7,000</td>
</tr>
<tr>
<td>6</td>
<td>Submission of Research</td>
<td>Electronic in MS Word</td>
<td>One</td>
<td>Written acceptance and certification from</td>
<td>October 2016</td>
<td>$3,000</td>
</tr>
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</table>
1.3 Reports for publication must be prepared in accordance with the Guidebook on APEC Projects, APEC Publication Guidelines and APEC Logo Guidelines - [http://www.apec.org/About-Us/About-APEC/Policies-and-Procedures.aspx](http://www.apec.org/About-Us/About-APEC/Policies-and-Procedures.aspx). The reports must be certified by the Project Overseer, prior to submission to APEC Secretariat for approval to be published. The report must be accurate, not misleading in any respect, and be written in a manner that will be easily understood to the targeted audience.

2. Payment

2.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor up to USD 92,000 (United States Dollars Ninety-two 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.

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

2.2.1 Contractor Fee of USD 90,000 (United States Dollars Eighty Thousand) as represented in Milestone Payments Schedule identified above at Clause 3.3;

2.2.2 Reimbursable Costs (Travel Expenses)

   i. The maximum amount payable to the selected Contractor (for two staff) for travel related expenses (airfare and per diem) shall not exceed USD 5,000 (United States Dollars Five Thousand) for one round trip (3 days) to support the workshop / site visit. The per diem cost shall not exceed USD 3,000 (United States Dollars Three Thousand) and the airfare cost shall not exceed USD 2,000 (United States Dollars Two Thousand).

   ii. The maximum amount payable to the two experts (not part of the contractor) for travel related expenses (airfare and per diem) shall not exceed USD 5,000 (United States Dollars Five Thousand) for one round trip (3 days) to support the workshop / site visit. The per diem cost shall not exceed USD 3,000 (United States Dollars Three Thousand) and the airfare cost shall not exceed USD 2,000 (United States Dollars Two Thousand).

   iii. Honorarium fee of USD1,000 (United States Dollars One Thousand) each may be made available to two experts for participation in the workshop and site visit. The Honorarium fee for experts is not allowable if they are officials from government or international organizations

2.3 Reimbursement of Reimbursable Costs identified at Clause 2.2 above will be made by the APEC Secretariat to the selected Contractor and experts 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 will be made after APEC Secretariat receives a certified invoice and original receipts, and the selected Contractor’s Travel Reimbursement Claim Form from the Project Overseer
2.5 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 **November 30, 2016**.

2.6 Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be Mr Pavel Bronnikov, Director (Program).

**STANDARD CONDITIONS**

3. **PARTIES**

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

4. **INVOICES**

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

4.2 Invoices shall include the following information:

   4.2.1 full name and number of project;
   4.2.2 name of Contractor;
   4.2.3 invoice date and invoice number;
   4.2.4 description of services provided and associated dates;
   4.2.5 charges and payments for previous invoices;
   4.2.6 charges for billing period;
   4.2.7 detailed banking instruction which includes the bank name, branch name, bank SWIFT code, account holder’s name and number;
   4.2.8 billing by company/organisation rather than individual requires the official letter head of the company/organization;
   4.2.9 a signed statement by the Contractor that the services have been performed in accordance with the terms and conditions of this Contract, and the costs being billed are true and correct and have not been previously paid; and
   4.2.10 the invoice should be accompanied by an endorsement by the Project Overseer 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 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.

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

6 EXAMINATION OF RECORDS

6.1 Upon request, the Contractor shall provide the APEC Secretariat or its designated entities/persons with access to any materials relevant to the Contract, including the following:

   6.1.1 electronic documents;
   6.1.2 financial books;
   6.1.3 documents;
   6.1.4 papers; and
   6.1.5 other records which document transactions related to the Contract.

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

7 ASSIGNMENT

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

8 CHANGES TO CONTRACT

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

9 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

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

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

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

10.1.1 failure to perform an obligation under the Contract within the agreed time; or
10.1.2 failure to deliver outputs of satisfactory capability, quality or reliability.

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

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

11 RIGHTS IN DATA

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

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

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

11.3 If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in Clause 11.2 above) for purposes that are not in relation to the performance of the Services, it must obtain prior written consent from the APEC Secretariat.

11.4 The Contractor consents to the APEC Secretariat’s use of the Contractor’s own intellectual property and/or confidential information if the APEC Secretariat requires the Contractor’s own intellectual property and/or confidential information to use the Services.

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

12 CONFLICT OF INTEREST
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.

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.

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.

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).

CONFIDENTIALITY

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.

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.

The Contractor shall ensure that its employees, servants and/or agents comply with the provisions of this Clause 13.

INSURANCE

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.

SUSPENSION OF SERVICES

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 Project Overseer of the actual costs the Contractor has incurred.

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

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

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

17 LANGUAGE AND NOMENCLATURE

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

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

18 INTERPRETATION

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

19 LAW & JURISDICTION

20 COMMUNICATIONS

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

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

21 ENTIRE AGREEMENT

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

22 ILLEGALITY AND SEVERABILITY

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

23 WAIVER

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

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

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

24 REASONABLENESS

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

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

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

26 **FORCE MAJEURE**

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

- 26.1.1 acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- 26.1.2 acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
- 26.1.3 acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or
- 26.1.4 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

26.2 A Party that does not perform an obligation under this Contract shall not be in breach to the extent that a Force Majeure Event caused the non-performance.

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

- 26.3.1 immediately notify the APEC Secretariat in writing of:
  - 26.3.1.1 the likely delay and how long the Contractor thinks it will last; and
  - 26.3.1.2 details of the likely effect on the Services and the Contractor’s ability to perform the Contract;
- 26.3.2 take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
- 26.3.3 use its best efforts to continue to perform its obligations under the Contract.

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

- 26.4.1 continue the Contract unchanged; or
- 26.4.2 change the Contract using the process in Clause 8.

26.5 Nothing in this clause limits the APEC Secretariat’s ability to suspend or terminate the Contract under Clause 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 Project Overseer in performing the Services in the Contract. The Contractor shall keep the Project Overseer informed of progress of the Services, timelines and budget. The Project Overseer shall be assigned by the APEC Member Economy which has requested this project.

31 **AUTHORIZED REPRESENTATIVE**

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