



**Asia-Pacific
Economic Cooperation
Secretariat**

Request for Proposal (RFP)

Project No. PPFS 02 2016

Challenges for Water and Food Security, in a context of Climate Change in APEC region

Introduction

- A The APEC Secretariat is seeking proposals for the provision of the Services described in *RFP Schedule 1 – Statement of Requirement*.
- B Each Bidder to this RFP is expected to:
- (i) fully inform themselves on all aspects of the work required to be performed;
 - (ii) submit its proposal on the template provided at *RFP Schedule 2 – Proposal*, including the signed Declaration by Bidder at the end of *Schedule 2*; and
 - (iii) submit its proposal in accordance with *RFP Schedule 1 – Statement of Requirement* and with due note of *RFP Schedule 5 – Evaluation Criteria*.
- C Each Bidder, by submitting its proposal, agrees that the proposal is subject to the *RFP Schedule 4 – Standard Conditions of Proposal*, and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed. Any Contract will incorporate the APEC policies and guidelines identified in *RFP Schedule 3 - Special Conditions of Proposal* and the contract at *RFP Schedule 6 - Standard Contract Conditions*.
- D Bids from contractors based in non-member economies and bids from international organisations may be considered. However, priority is given to suitably qualified tenders from member economies.

Structure of the RFP

The RFP has six parts:

- **Schedule 1: Statement of Requirement**
- **Schedule 2: Proposal Template**
- **Schedule 3: Special Conditions of Project Proposal**
- **Schedule 4: Standard Conditions of Request for Proposal**
- **Schedule 5: Evaluation Criteria**
- **Schedule 6: APEC Standard Contract Conditions**

RFP Schedule 1 – Statement of Requirement

Key Dates and Details

Event	Dates
Closing Time for submission of Proposals	28 April 2017, 11:59pm, Singapore Time (GMT +8)
Method to Submit Proposal	<p>Proposals must be submitted to:</p> <p>(1) <u>Project Overseer:</u> Mr. Jorge Fidel Castro Trkovic Email: jcastro@minagri.gob.pe</p> <p>Note: Please submit <u>softcopy only</u> (electronic version in PDF format) via email by the closing time specified above.</p> <p>(2) <u>APEC Secretariat</u> Mr. Pruthipong Poonthrigobol, Program Director 35 Heng Mui Keng Terrace, Singapore 119616 Email: pp15@apec.org; cc: ktsy@apec.org</p> <p>Note: Please submit (i) softcopy (electronic version in PDF format) via email and (ii) one copy of hardcopy by mail. Please ensure that the softcopy is submitted to the APEC Secretariat by the closing time specified above.</p> <p>(PROPOSAL: Project No: PPFS 02 2016)</p> <p>Proposals lodged in any manner other than as detailed in this paragraph, or are submitted after the deadline shall be deemed to be invalid and may be excluded from consideration.</p>
Number of Copies to be Submitted	<p>The Bidder shall submit <u>one original</u> hard copy and <u>one electronic version</u> (in PDF format) of its detailed Proposal.</p> <p>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.</p>

Contact Officer	Mr. Jorge Fidel Castro Trkovic General Director for Agricultural Policies Ministry of Agriculture and Irrigation 258 Yauyos Street – Lima 1- Perú Email: jcastro@minagri.gob.pe
Expected execution date of Contract	12 May 2017
Date Services are to be completed on or before	All stages of the Works are required to be completed on or before 31 December 2017 . Please see the table of deliverables (page 5 of this document) for more detailed information.

The Services

The APEC Secretariat is seeking proposals for Challenges for Water and Food Security, in a context of Climate Change in APEC region.

1. Background

Water is the primary medium through which climate change will impact the development of people, ecosystems and economies.¹ Many of the APEC economies are highly vulnerable to this impact due to structural problems such as poverty and - besides - many of them present characteristics of vulnerability recognized by the United Nations Framework Convention on Climate Change (UNFCCC): low-lying coastal areas; arid and semi-arid regions; areas liable to floods, drought and desertification; and fragile mountainous ecosystems. Furthermore, the current global population of 7 billion people is anticipated to increase to more than 9 billion by 2050, that means 60% more food will be needed and agricultural water consumption may increase by 19% (including both rained and irrigated)², moreover, it's estimated that agriculture use represents approximately 70% of the global freshwater supply³. To respond to these challenges, water use efficiency measures must be adopted and scaled up.

Food and agriculture makes a substantial economic contribution to most economies in the APEC region, including manual labor, trade and markets, industry and sustainable rural development. On the other hand, agriculture is also contributing a significant share of the greenhouse gas (GHG) emissions that are causing climate change – 17% directly through agricultural activities and an additional 7% to 14% through land use changes⁴. Climate change is exacerbating the challenges faced by the agriculture sector, negatively affecting both crop and livestock systems. Therefore, food and agriculture must be central to regional efforts to adapt to climate change, through policies and actions that reduce vulnerabilities and risks and promote agricultural systems that are resilient and sustainable⁵. In this connection, it has been recognized that one of the most important ways to enhance resilience to climate change, is through integrated water resources management (IWRM), which “promotes the coordinated development and management of water, land and related resources in order to maximize economic and social welfare in an equitable manner without compromising the sustainability of vital ecosystems”⁶. Strengthening institutions, integrating policies, encouraging investments, and the promotion of green and gray infrastructure⁷ as well as facilitating access to better information about water resources and climate, are key to overcome this challenge. These conditions are the best way to achieve the cross –sectoral integration (2nd Dublin Principle, 1992) by allowing a participatory approach, involving users, planners and policy-makers at all levels and for all the different uses for the water.

¹ Sadoff, Claudia and Muller, Mike (2009). Water Management, water security and Climate Change adaptation: Early impacts and essential reports. Stockholm: Global Water Partnership (GWP).

² UN Water (2012). *World Water Development Report 2012*.

³ FAO (2009). *How to Feed the World in 2050*.

⁴ OECD (2015). Trade and Agriculture Directorate

⁵ FAO (2016). The State of Food and Agriculture: Climate Change, Agriculture and Food Security.

⁶ GWP (2000). Integrated Water Resources Management. TAC background paper # 4. Stockholm: Global Water Partnership.

⁷ FAO (2011). Watershed management: Green infrastructures (GI) are areas covered with trees, shrubs, and grass; GI – also called “soft” - is porous, allowing water to soak into soil which naturally filters pollutants before entering rivers. Gray infrastructures are areas of buildings, roads, utilities, and parking lots. It – also called “hard” infrastructure - is impervious, forcing water to runoff and

2. Objectives of the Project

- To improve the understanding and awareness of policymakers, authorities and the private sector on integrated water resources management for food security, and develop capacities to manage the effects of climate change.
- Identify and map out key stakeholders responsible for managing water resources for food security in APEC member economies and recognize their roles and responsibilities to strengthen their relationship and enhance the role of international cooperation, through an efficient network on water issues for food security in the region.
- To identify the water governance and management gaps among APEC economies in order to make effective and sustainable use of water resources for food security.
- To share and exchange successful expertise, best practices and knowledge (including revalorizing local and traditional practices), learned lessons as well as spread the effectiveness of innovative technologies to overcome and shorten the gaps identified and develop policy's recommendations.

3. Scope of Services

3.1 Scope of the Project

- One preliminary overview paper/report on water resource management in the APEC region, based on the information received from economies in the first survey, it include a first draft compilation of the list of stakeholders/agencies identified in the APEC region.
- The realization of “The First APEC Water Resource Authorities Meeting” to be held on the margins of 2017 PPFS2 in Viet Nam (19th - 20th August in Can Tho city), as a regional effort to cope with negative impact of climate change on water supply and food security. It looks forward to giving technical presentations, meeting planning and implementation, dissemination of identified best practices and knowledge identified, and presenting the results and findings of the research. The meeting would include water resource authorities and food security and water experts.
- Develop a Guideline on regulations, institutional arrangements and best practices on food security and integrated water resource management for food security. The document will include recommendations and best practices for the policy makers, authorities, producers and private sectors on how to build governance in order to overcome and shorten the water resources management gaps identified. The Guideline will reflect the need for different approaches due to the diverse contexts, priorities, and capacities within each economy and throughout the region.
- The project will provide research of evidence based practices and also successful experiences in which water management as adaptive measure for climate change.
- The project will then consolidate meeting notes, gather participants' feedback and reviews, and prepare a report on improved water management mechanisms for sustainable food security, as a guideline for the relevant stakeholders, which includes a set of recommendations.
- Provision of inputs to the Asia Pacific Information Platform on Food Security⁸ (APIP-APEC) by sharing the identified key findings, contact information, climate and water resources information, best practices and lessons learned from individuals, agencies and organizations on integrated water resource management. This may strengthen, enrich and update the platform.

which must be managed and cleaned before entering rivers.

⁸ <http://www.apip-apecc.com/>

3.2 Scope of Works for the Contractor

The project requires the contractor to complete and submit the following deliverables:

- a) Preliminary Report on water resource management and food security of the APEC members economies, containing the design methodology, information on the approach to conduct the study, a work plan with the proposed timeline, and a proposed structure of the final report. Also, incorporate preliminary results from the desk based on public information about the minimum content.
- b) Attendance list and meeting planning which includes meeting methodology (presentation, focus group, working group, questions to develop, etc.) and organization of the event (moderator, guest list proposal, delivery materials, follow up of audience).
- c) Presentation of the preliminary findings on water resources management for food security in order to be discussed at “The First APEC Water Resource Authorities meeting”.
- d) Report of “The First APEC Water Resource Authorities meeting” containing the meeting methodology, the organization, systematization of main findings of the meeting, present evidence of attendance and Gather participants’ feedback and overviews at the end of the meeting.
- e) Final Report and Guideline on regulations, institutional arrangements and best practices on water resource management for food security. The document must include the final report on water resource management for food security of the APEC member’s economies, and set of recommendations and best practices for the policy makers, authorities, producers and private sectors, on how to build governance in order to overcome and shorten the water resources management gaps identified.

Details of Services Requirements

#	Services
1	<p><u>Preliminary Report on integrated water resource management and food security of the APEC members economies</u></p> <p>Design methodology must include:</p> <ul style="list-style-type: none"> • Strategy for gathering information and stakeholders contact details (survey, interviews, secondary information). • Follow up and monitoring information. • Systematization of all collected information. <p>Minimum content</p> <ul style="list-style-type: none"> • Analysis of institutional arrangements and regulation on water resources management for food security for each APEC member economies. • Main findings on water resources management for food security (supply and demand, main topics, typologies of management, governance, stakeholders, networking, level of capacity building, financing resources, climate change management, national climate change adaptation plan, engagements for NDC/Paris agreement, water related risks management plan, identified gaps). • Identify projects and programs, best practices, and key knowledge on water resources management for food security (conservation, watersheds, water seeding and harvesting, water culture, innovative technology, local knowledge, innovative water oriented measures for climate change adaptation, etc.). • Identify the level of linking among food, water and energy sectors in the APEC region.

2	<p><u>Organizing The First APEC Water Resource Authorities Meeting</u> (to be held on 19-20 August in the city of Can Tho, Viet Nam)</p> <p>Meeting Planning</p> <ul style="list-style-type: none"> • Meeting Methodology (objectives, presentation, focus group, working groups, questions to develop, etc.) • Organization of the event (moderator, guest list proposal, delivery materials, follow up of the attendance) • Potential list of experts and speakers <p>Meeting implementation</p> <ul style="list-style-type: none"> • Presentation of preliminary findings on water resources management for food security • Systematization of main findings of the meeting / workshop • Fostering networking among participants <p>Post-meeting</p> <ul style="list-style-type: none"> • Report / Executive summary of the meeting. • Present evidence of attendance. • Gather participants' feedback and overviews at the end of the meeting
3	<p><u>Final Report and Guideline on regulations, institutional arrangements and best practices on water resource management for food security.</u></p> <ul style="list-style-type: none"> • The document will include the final report on water resource management and food security of the APEC member's economies, and set of recommendations and best practices for the policy makers, authorities, producers and private sectors, on how to build governance in order to overcome and shorten the water resources management gaps identified. <p>*Report on the follow up and monitoring information. *Systematization of all collected information, included the information of the meeting.</p> <p>Minimum content</p> <ul style="list-style-type: none"> • <u>Recommendations and best practices for the policy makers, authorities, producers and private sectors, on how to build governance in order to overcome and shorten the water resources management gaps</u> identified. • Analysis of institutional arrangements and regulation on water resources management for food security for each APEC member economies. • Main findings on water resources management for food security (offer and demand, main topics, typologies of management, governance, stakeholders, level of Capacity building, financing resources, climate change management, national climate change adaptation plan, engagements for NDC/Paris agreement, progress to achieve the SDG, water related risks management plan, identified gaps). • Identify projects, best practices, and knowledge on water resources management for food security (conservation, watersheds, water seeding and harvesting, water culture, innovative technology, local knowledge, etc.). • General overview about the level of linking of food, water and energy sectors in the APEC region.

3.3 Expected Outputs and Timelines

Tasks	Delivery date
Submission of potential list of experts and speakers	20 June 2017
Submission of meeting planning and potential list of attendance	15 July 2017
Submission of Preliminary Report	30 July 2017
Presentation (ppt) of preliminary findings on water resources management for food security to be discuss at "The First APEC Water Resource Authorities meeting"	30 July 2017
Submission of Report of the meeting "The First APEC Water Resource Authorities meeting"	30 September 2017
Submission of Final Report and Guideline on regulations, institutional arrangements and best practices on water resource management for food security	31 December 2017

3.4 Expected Milestone Payments Schedule

#	Services	Format	Quantity	Means of Verification	Due Date	Payment Due (in USD, inclusive of taxes)
1	<u>Preliminary Report on integrated water resource management and food security of the APEC members economies</u>	Electronic Copy MS Word; in Publication ready format	1 electronic copy	Written acceptance from Project Overseer for submission of preliminary Report	30 July 2017	US\$ 20,000
2	<u>Completion of the organization of the First APEC Water Resource Authorities Meeting (to be held on 19th - 20th August in the city of Can Tho, Viet Nam)</u>	Electronic Copy MS Word; in Publication ready format	1 electronic copy	Written acceptance from Project Overseer for successful organization of the Meeting	30 September 2017	US\$ 25,000
3	<u>Final Report and Guideline on regulations, institutional arrangements and best practices on water resource management for food security</u>	Electronic Copy MS Word; in Publication ready format; audiovisual material	1 electronic copy	(i) Written acceptance from Project Overseer for submission of Final Report and Guideline on regulations, institutional arrangements and best practices on water resource management for food security (ii) Endorsement of report by PPFS (iii) Approval of the report by the APEC Secretariat.	30 December 2017	US\$ 35,000

3.5 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:

1. Natural or juridical persons with more than 15 years of professional experiences in the subject of development and sustainability. Bidder's demonstrated ability to combine a strong technical background with practical experience.
2. Relevant experience in integrated (or sustainable) water resources management under context of climate change. The bidder needs to demonstrate the experience with not less than 5 projects or researchers related to the topic
3. Demonstrated ability to get and provide information management and support to deliver the Services. The bidder needs to demonstrate the experience with not less than 3 publications related to the topic.
4. Excellent oral and written communication skills in English.

In addition, it would be advantageous if the Bidder had:

1. A good understanding of APEC's goals and work program in relation to human resource development.
2. Experience in undertaking APEC level projects and familiarity with APEC project requirements.

In submitting their proposal, the Bidder should provide: (i) a list of similar reviews or studies recently undertaken and the contact person(s) of these reviews or studies.

3.6 Additional Requirements

The project will be evaluated by the following indicators:

- Number of APEC Economies that made available information about integrated water resource management in each economy;
- Numbers of organizations or agencies related to water resources management to be interviewed (at least 5);
- Numbers of innovated mechanisms or successful experiences identified (at least 5);
- Number of publications made (one final report, one interim report);
- Number of participants in the meeting;
- 5 speakers (at least);
- 5 private sector representatives (at least);
- 3 academy representatives (at least);
- Satisfaction rate of participants (more than 75%).

The project will collect the above information before, at the time of, and after the first meeting. The attendance rate, gender ratio, and participants' stats will be calculated after the event. Surveys and questionnaires will be sent out to the participant, including the speakers and trainers to collect their feedback of the meeting through free online questionnaire websites.

The project advocates to gender equality in its development and implementation, since we have identified a direct relationship between gender, adaptation to climate change and sustainable development. Both men and women will get equal opportunity to participate in the project later phases, process of preparatory stage, consultation and direct labors, etc. Female leaders will be prioritized and encouraged to be invited as researchers and speakers to the meetings and trainings. We will promote adequate professionals as speakers, especially women policy makers with experience in water management and science-policy in water issues. At least 30% of the speakers will be women.

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

Food Security Roadmap towards 2020: "ensuring sustainable management of natural resources such as land and water" as Plan of activities towards 2020.

Food Security Business Plan (2014-2020): “sustainable development of agriculture & fisheries” - O4: “Promote sustainable management of natural resources, increase resilience to natural disasters & global climate change”.

2012 APEC Leaders’ Declaration: “look for ways to mitigate the effects of agriculture on climate change and support efficient and sustainable use of agricultural and natural resources, in particular, land, forests, water and biodiversity”.

2013 APEC Leaders’ Declaration: “address the nexus of water, energy and food security through the promotion of integrated policies and collaborative approaches”.

APEC Declarations on Food Security:

2016 Piura Declaration: “We encourage economies to share best practices in water use and governance, considering multi-sectoral and multi-level perspectives. We will foster APEC cooperation for the sustainable use and the integrated management of water resources” (para 27).

Annex I: Framework for Multi-Year APEC Program on Food Security and Climate Change.

2014 Beijing Declaration: “We recognize the importance of enhancing the assessment of the impacts of climate change and natural disasters”

2010 Niigata Declaration: “We also agreed to address natural resource challenges such as growing water scarcity, expanding desertification, increasing farmland conversion, diminishing biodiversity, degraded tropical forests and depleted marine fishery resources.”

3.7 Reports and Publications

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

3.8 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.

4. Payment

4.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor up to **US\$ 89,100.00 (United States Dollars Eighty-Nine Thousand and One Hundred only)** according to the Milestone Payments Schedule identified above at Clause 3.4. 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 **US\$ 80,000.00 (United States Dollars Eighty Thousand only)** as represented in Milestone Payments Schedule identified above at Clause 3.4;

4.2.2 Reimbursable Costs (Travel Expenses)

The maximum amount payable to the selected Contractor for travel related expenses (airfare and per diem) shall not exceed the sum of **US\$ 9,100.00 (United States Dollars Nine Thousand and One Hundred only)**.

4.3 If the Contractor is required to travel, the travel expenses (airfare and per diem) will be reimbursed by the APEC Secretariat from the Reimbursable amount identified above at Clause 4.2.2. 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.

4.4 The APEC Secretariat shall make payment on Contractor Fee according to the Milestone Payment Schedule identified above at Clause 4.2.1 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 **31 December 2017**.

4.5 Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be the Program Director for PPFS.

5. Facilities and assistance proposed by the Project Overseer's to Contractor

- List of points of contact in APEC economies
- Initial form completed by APEC economies
- APEC reference documents
- Distribution of final report
- Specialized equipment or materials for workshop
- Invite and coordinate the travel of participants for the workshop

RFP Schedule 2 – Proposal Template

Instructions to assist Bidders to complete their proposal have been included as white text on a black background.

Instruction to Bidders:

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

Bidder's Details

Full legal name and postal address:

Business registration number (if applicable):

Contact Officer

For all matters relating to this RFP, the Bidder's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

Contract Manager

Instruction to Bidders:

Bidders should provide the requested details of the person who is the Bidder's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

Email:

Bidder's Proposal

Instruction to Bidders:

Bidders should describe how they will meet the requirements set out in Schedule 1. Include Method and Workplan.

Proven Capacity

Statement of Skills and Experience

Instruction to Bidders:

Bidders should provide evidence of their skills and experience in providing the Services. Give evidence of why you/your company/your team members are most capable to deliver the Services. Ensure this responds to the requirements of this project, identified in Schedule 1 "the Services".

Specified Personnel

Instruction to Bidders:

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

Name	Position/Role	Rate (\$USD, inclusive of taxes)	Anticipated Time	Total for Person
Total (inclusive of tax)				\$USD

Subcontractors

Instruction to Bidders:

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

Proposed subcontractor (full legal name)	Scope of services to be subcontracted and technical significance	Fees and associated expenses (inclusive of tax)

Pricing

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

Instruction to Bidders: to Bidders:

Prepare a detailed itemised budget in your proposal, including specification of:

- Consultancy fees and administrative support charges, with unit cost and the number of hours/days proposed to be devoted to the project;

If there are reimbursable items in your proposal (if stated in the RFP Schedule 1), refer to the Guidebook on APEC Projects that sets out guidelines for reimbursable items.

Conflict of Interest

Instruction to Bidders:

This is a mandatory field, a response is required. If there is no conflict of interest then state that. If a real or perceived conflict of interest exists with the submission of a proposal, or would exist if the Bidder entered into a contract with the APEC Secretariat for the Services in this proposal, full details should be included here. Detail a plan to manage the conflict of interest.

Standards and Best Practice

Instruction to Bidders:

If there was a requirement in Schedule 1, you must respond here.

Bidders must complete and sign a Declaration in the form presented below.

Declaration by Bidder

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

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

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

The Proposal

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

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

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

Conflict of Interest

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

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

..... Signatory’s printed name: Signatory’s signature:
..... Signatory’s Position Date
..... Signatory’s Phone Number Signatory’s Email Address

RFP Schedule 3 – Special Conditions of Proposal

1. APEC POLICIES

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

- (a) Guidebook on APEC Projects;
- (b) APEC 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>

RFP Schedule 4 – Standard Conditions of Request for Proposal

1. GENERAL

Bidders should submit proposals in the format provided at RFP Schedule 2 – Proposal Template, in response to the requirements stated in RFP Schedule 1. Proposals must be provided in English and with prices quoted in 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:
- (c) any actual or potential conflict of interest; and
 - (d) 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:
- (e) enter into discussions to seek to resolve such conflict of interest;
 - (f) disregard the Proposal submitted by such a Bidder; or
 - (g) take any other action that APEC considers appropriate.

12. INSURANCE

The Bidder must ensure that it and its subcontractors maintain insurance policies relevant to the delivery of Services identified in this RFP, in the event that the Bidder is awarded the contract.

13. CLARIFICATION

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

EVALUATION CRITERIA

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

(a) **THE ORGANISATION:**

- Demonstrated experience in doing analytical research work, especially making recommendations for policy makers.
- While strong quantitative capability will be an advantage, a demonstrated capacity to handle challenging research questions and creativity in addressing them will be most relevant about integrated water resources management for food security under context of climate change. The bidder needs to demonstrate the experience with not less than 5 projects or researchers related to the topic
- Demonstrated ability to provide adequate management and support to deliver the Services. The bidder needs to demonstrate the experience with not less than 3 publications related to the topic.
- Evidence of the capacity to deliver high quality projects on time and within budget.

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

- Demonstrated appreciation of the key issues and risks to achieve the objectives as outlined in the RFP.
- Appropriate methodology and work plan to fulfil the objectives of the Services in the specified timeframes.

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

- Proven analytical and research skills in past projects.
- Proven report writing and oral skills in English for non- and technical audience.

(d) **EXPERIENCE WITH APEC ECONOMIES**

- Demonstrated experience working with APEC member economies but it's not a limitation.

(e) **PROPOSAL COST:**

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

THE APEC SECRETARIAT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

SPECIAL CONDITIONS

1. Scope of Services

1.1 Description of Services

This project consists of the following:

1. One preliminary overview paper/report on water resource management in the APEC region, based on the information gathering received from economies in the first survey, it include a first draft compilation of the list of stakeholders/agencies identified in the APEC region.
2. The First APEC Water Resource Authorities Meeting will be held on the margins of 2017 PPFS2 in Viet Nam, as a regional effort to cope with negative impact of climate change on water supply and food security. It looks forward to giving technical presentations, meeting planning and implementation, dissemination of identified best practices and knowledge identified, and presenting the results and findings of the research. The meeting would include water resource authorities and food security and water experts.
3. Develop a Guideline on regulations, institutional arrangements and best practices on food security and integrated water resource management for food security. The document will include recommendations and best practices for the policy makers, authorities, producers and private sectors on how to build governance in order to overcome and shorten the water resources management gaps identified. The Guideline will reflect the need for differing approaches due to the diverse contexts, priorities, and capacities within each economy and throughout the region.
4. The project will provide research of evidence based practices and also successful experiences in which water management as adaptive measure for climate change.
5. The project will then consolidate meeting notes, gather participants' feedback and reviews, and prepare a report on improved water management mechanisms for sustainable food security, as a guideline for the relevant stakeholders, which includes a set of recommendations.
6. Provision of inputs to the Asia Pacific Information Platform on Food Security⁹ (APIP-APEC) by sharing the identified key findings, contact information, climate and water resources information, best practices and lessons learned from individuals, agencies and organizations on integrated water resource management. This may strengthen, enrich and update the platform.

The consultant will draw on public domain information to prepare the report and the guideline but also including primary information. The consultants are expected to provide an appropriate methodology, possibly including on-site/on-line interview of key stakeholders. Surveys and interviews techniques are expected to be used to determine the impact of the reforms.

Any interested consultant may submit a proposal including the design methodology of all the services highlighting the milestones and the way of collecting information.

⁹ <http://www.apip-apec.com/>

Details of Services Requirements

#	<u>Services</u>
1	<p><u>Preliminary Report on integrated water resource management and food security of the APEC members economies</u></p> <p>Design methodology must include:</p> <ul style="list-style-type: none"> • Strategy for gathering information and stakeholders contact details (survey, interviews, secondary information). • Follow up and monitoring information. • Systematization of all collected information. <p>Minimum content</p> <ul style="list-style-type: none"> • Analysis of institutional arrangements and regulation on water resources management for food security for each APEC member economies. • Main findings on water resources management for food security (supply and demand, main topics, typologies of management, governance, stakeholders, networking, level of capacity building, financing resources, climate change management, national climate change adaptation plan, engagements for NDC/Paris agreement, water related risks management plan, identified gaps). • Identify projects and programs, best practices, and key knowledge on water resources management for food security (conservation, watersheds, water seeding and harvesting, water culture, innovative technology, local knowledge, innovative water oriented measures for climate change adaptation, etc.). • Identify the level of linking among food, water and energy sectors in the APEC region.
2	<p><u>Organizing The First APEC Water Resource Authorities Meeting</u> (to be held on 19-20 August in the city of Can Tho, Viet Nam)</p> <p>Meeting Planning</p> <ul style="list-style-type: none"> • Meeting Methodology (objectives, presentation, focus group, working groups, questions to develop, etc.) • Organization of the event (moderator, guest list proposal, delivery materials, follow up of the attendance) • Potential list of experts and speakers <p>Meeting implementation</p> <ul style="list-style-type: none"> • Presentation of preliminary findings on water resources management for food security • Systematization of main findings of the meeting / workshop • Fostering networking among participants <p>Post-meeting</p> <ul style="list-style-type: none"> • Report / Executive summary of the meeting. • Present evidence of attendance. • Gather participants' feedback and overviews at the end of the meeting
3	<p><u>Final Report and Guideline on regulations, institutional arrangements and best practices on water resource management for food security.</u></p>

	<ul style="list-style-type: none"> The document will include the final report on water resource management and food security of the APEC member's economies, and set of recommendations and best practices for the policy makers, authorities, producers and private sectors, on how to build governance in order to overcome and shorten the water resources management gaps identified. <p>*Report on the follow up and monitoring information. *Systematization of all collected information, included the information of the meeting.</p> <p>Minimum content</p> <ul style="list-style-type: none"> <u>Recommendations and best practices for the policy makers, authorities, producers and private sectors, on how to build governance in order to overcome and shorten the water resources management gaps</u> identified. Analysis of institutional arrangements and regulation on water resources management for food security for each APEC member economies. Main findings on water resources management for food security (offer and demand, main topics, typologies of management, governance, stakeholders, level of Capacity building, financing resources, climate change management, national climate change adaptation plan, engagements for NDC/Paris agreement, progress to achieve the SDG, water related risks management plan, identified gaps). Identify projects, best practices, and knowledge on water resources management for food security (conservation, watersheds, water seeding and harvesting, water culture, innovative technology, local knowledge, etc.). General overview about the level of linking of food, water and energy sectors in the APEC region.
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1.2 Expected Outputs and Timelines

Milestone Payments Schedule

#	Services	Format	Quantity	Means of Verification	Due Date	Payment Due (in USD, inclusive of taxes)
1	<u>Preliminary Report on integrated water resource management and food security of the APEC members economies</u>	Electronic Copy MS Word; in Publication ready format	1 electronic copy	Written acceptance from Project Overseer for submission of preliminary Report	30 July 2017	USD 20,000
2	<u>Completion of the organization of the First APEC Water Resource Authorities Meeting</u> (to be held on 19 th - 20 th August in the city of Can Tho, Viet Nam)	Electronic Copy MS Word; in Publication ready format	1 electronic copy	Written acceptance from Project Overseer for successful organization of the Meeting	30 September 2017	USD 25,000

3	<u>Final Report and Guideline on regulations, institutional arrangements and best practices on water resource management for food security</u>	Electronic Copy MS Word; in Publication ready format; audiovisual material	1 electronic copy	Written acceptance from Project Overseer for submission of Final Report and Guideline on regulations, institutional arrangements and best practices on water resource management for food security	30 December 2017	USD 35,000
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1.3 Reports and Publications

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

1.4 Additional Requirements

The project will be evaluated by the following indicators:

- Number of APEC Economies that made available information about integrated water resource management in each economy;
- Numbers of organizations or agencies related to water resources management to be interviewed (at least 5);
- Numbers of innovated mechanisms or successful experiences identified (at least 5);
- Number of publications made (one final report, one interim report);
- Number of participants in the meeting;
- 5 speakers (at least);
- 5 private sector representatives (at least);
- 3 academy representatives (at least);
- Satisfaction rate of participants (more than 75%).

The project will collect the above information before, at the time of, and after the first meeting. The attendance rate, gender ratio, and participants' stats will be calculated after the event. Surveys and questionnaires will be sent out to the participant, including the speakers and trainers to collect their feedback of the meeting through free online questionnaire websites.

The project advocates to gender equality in its development and implementation, since we have identified a direct relationship between gender, adaptation to climate change and sustainable development. Both men and women will get equal opportunity to participate in the project later phases, process of preparatory stage, consultation and direct labors, etc. Female leaders will be prioritized and encouraged to be invited as researchers and speakers to the meetings and trainings. We will promote adequate professionals as speakers, especially women policy makers with experience in water management and science-policy in water issues. At least 30% of the speakers will be women.

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

Food Security Roadmap towards 2020: "ensuring sustainable management of natural resources such as land and water" as Plan of activities towards 2020.

Food Security Business Plan (2014-2020): "sustainable development of agriculture & fisheries" - O4: "Promote sustainable management of natural resources, increase resilience to natural disasters & global climate change".

2012 APEC Leaders' Declaration: "look for ways to mitigate the effects of agriculture on climate change and support efficient and sustainable use of agricultural and natural resources, in particular, land, forests, water and biodiversity".

2013 APEC Leaders' Declaration: "address the nexus of water, energy and food security through the promotion of integrated policies and collaborative approaches".

APEC Declarations on Food Security:

2016 Piura Declaration: "We encourage economies to share best practices in water use and governance, considering multi-sectoral and multi-level perspectives. We will foster APEC cooperation for the sustainable use and the integrated management of water resources" (para 27).

- Annex I: Framework for Multi-Year APEC Program on Food Security and Climate Change.

2014 Beijing Declaration: "We recognize the importance of enhancing the assessment of the impacts of climate change and natural disasters"

2010 Niigata Declaration: "We also agreed to address natural resource challenges such as growing water scarcity, expanding desertification, increasing farmland conversion, diminishing biodiversity, degraded tropical forests and depleted marine fishery resources."

2. Payment

2.1 Subject to the satisfactory completion of the Services, the APEC Secretariat shall pay the selected Contractor up to **US\$ 89,100.00 (United States Dollars Eighty-Nine Thousand and One Hundred only)** according to the Milestone Payments Schedule identified above at Clause 1.2. Any payment is inclusive of any Goods and Services Tax (GST) and bank charges levied by the 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 **US\$ 80,000.00 (United States Dollars Eighty Thousand only)** as represented in Milestone Payments Schedule identified above at Clause 1.2;

2.2.2 Reimbursable Costs (Travel Expenses)

The maximum amount payable to the selected Contractor for travel related expenses (airfare and per diem) shall not exceed the sum of **US\$ 9,100.00 (United States Dollars Nine Thousand and One Hundred only)**.

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

2.4 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 selected Contractor. The selected Contractor must complete the Services by **31 December 2017**.

2.5 Without prejudice to Clause 31, the point of contact for the APEC Secretariat for this Contract shall be the Program Director for PPFs.

Facilities and assistance proposed by the Project Overseer's to Contractor

- List of points of contact in APEC economies

- Initial form completed by APEC economies
- APEC reference documents
- Distribution of final report
- Specialized equipment or materials for workshop
- Invite and coordinate the travel of participants for the workshop

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

- 12.1 The Contractor warrants, agrees and undertakes that neither it nor its employees, servants and/or agents has any arrangement, interest, activity, or relationship that could impair the Contractor's ability to act impartially and effectively in the delivery of the Services as required by this Contract.
- 12.2 The Contractor shall exercise its responsibility in the best interests of the APEC Secretariat and shall not engage in any activities that would conflict with this Contract.
- 12.3 If the Contractor becomes aware of any actual or potential conflict of interest as defined in Clause 12.1 and 12.2 above, the Contractor shall immediately notify the APEC Secretariat in writing of (i) any such actual or potential conflict of interest and (ii) the procedures it intends to implement to resolve any such actual or potential conflict of interest.
- 12.4 The APEC Secretariat may suspend the Services, terminate the Contract or take any other actions that the APEC Secretariat considers as appropriate in its sole discretion, if any actual or potential conflict of interest as defined in 12.1 and 12.2 above arises. If the APEC Secretariat directs the Contractor to take action(s) to resolve that conflict, the Contractor shall comply with any such direction(s).

13 CONFIDENTIALITY

- 13.1 The Contractor shall not, either during the term of the Contract or after the termination of the Contract, disclose to a third party any information that it may acquire in consequence of this Contract relating to the Services, this Contract or the APEC Secretariat's operations without the prior written consent of the APEC Secretariat.
- 13.2 The Contractor's obligations in Clause 13.1 shall not apply to any information which:
- 13.2.1 is publicly available or becomes publicly available other than by reason of the Contractor's default;
 - 13.2.2 the Contractor is required to disclose by order of a court of competent jurisdiction.
- 13.3 The Contractor shall ensure that its employees, servants and/or agents comply with the provisions of this Clause 13.

14 INSURANCE

- 14.1 The Contractor shall maintain and pay all premiums in respect of an insurance policy or policies relevant to the delivery of the Services with policy limits and provisions conforming to such requirements as the APEC Secretariat may from time to time prescribe and shall ensure that the APEC Secretariat shall be entitled to the benefit of such insurance.

15 SUSPENSION OF SERVICES

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

16 TERMINATION BY THE APEC SECRETARIAT

- 16.1 The APEC Secretariat may terminate this Contract, in whole or in part, by issuing a written Notice of Termination. The APEC Secretariat may terminate this Contract without giving any reasons. If this Contract is terminated, the APEC Secretariat and the Contractor shall negotiate the rights, duties, and obligations of the Parties, including but not limited to compensation to the Contractor and/or the APEC Secretariat. Any compensation to the Contractor must not exceed the total value of the Contract, which is set out in Clause 2.1, "Payment" in Special Conditions.
- 16.2 Upon receiving a Notice of Termination, the Contractor shall immediately stop work as specified in the notice, except if directed otherwise by the APEC Secretariat.
- 16.3 Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the APEC Secretariat. The settlement proposal must include a certification from the 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

- 19.1 The laws of the Republic of Singapore govern this Contract. The Parties to the Contract agree to submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

20 COMMUNICATIONS

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

20.1.1 personally;

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

20.1.3 by email.

21 ENTIRE AGREEMENT

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

22 ILLEGALITY AND SEVERABILITY

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

23 WAIVER

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

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

23.2.1 further exercising that power or right; or

23.2.2 exercising any other power or right under this Contract.

24 REASONABLENESS

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

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

25 PARTNERSHIP

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

26 FORCE MAJEURE

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

26.1.1 acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;

26.1.2 acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;

26.1.3 acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or

26.1.4 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

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

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

26.3.1 immediately notify the APEC Secretariat in writing of:

26.3.1.1 the likely delay and how long the Contractor thinks it will last; and

26.3.1.2 details of the likely effect on the Services and the Contractor's ability to perform the Contract;

26.3.2 take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and

26.3.3 use its best efforts to continue to perform its obligations under the Contract.

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

26.4.1 continue the Contract unchanged; or

26.4.2 change the Contract using the process in Clause 8.

26.5 Nothing in this clause limits the APEC Secretariat's ability to suspend or terminate the Contract under Clause 15 or Clause 16.

27 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE

27.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act Chapter 53B and/or any re-enactment thereof to enforce any terms of this Contract, the application of which legislation is hereby expressly excluded.

28 COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF CONTRACT

28.1 Except as otherwise provided for in the Contract, the Parties shall bear their own costs of and incidental to the preparation and execution (i.e. signing) of the Contract.

29 PROVISION OF SERVICES

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

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

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

30 REPORTING AND COORDINATION ARRANGEMENTS

30.1 The Contractor shall liaise closely and work in collaboration with a 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.