



**Asia-Pacific
Economic Cooperation**

Request to Tender (RTT)

APEC Project Payment Disbursement
Platform (PPDP)

Submitted by: APEC Secretariat PPDP Core Team

Contents

PART A.	INTRODUCTION AND SCOPE	3
1.	ABOUT APEC SECRETARIAT	3
2.	BACKGROUND	3
3.	PURPOSE	4
4.	SCOPE	4
PART B.	PLATFORM BUSINESS REQUIREMENTS.....	4
5.	OBJECTIVES	4
6.	DELIVERABLES	5
PART C.	ADMINISTRATIVE GUIDELINES.....	11
7.	GENERAL TERMS AND CONDITIONS	11
8.	EVALUATION AND SELECTION CRITERIA	12
9.	TIMELINE	12
10.	QUESTIONS	12
11.	ADDRESS FOR PROPOSAL SUBMISSION	12
PART D.	REQUIRED INFORMATION FROM THE VENDOR.....	13
12.	VENDOR INFORMATION	13
13.	SOLUTION OVERVIEW	13
14.	QUOTATION	14
15.	PRODUCT DOCUMENTATION / TRAINING	14
16.	SYSTEM ARCHITECTURE	14
17.	IMPLEMENTATION	14
18.	LONG-TERM MAINTENANCE AND SUPPORT	14
PART E.	CONTRACT	15
PART F.	APPENDICES AND ANNEXES.....	16

PART A. INTRODUCTION AND SCOPE

1. ABOUT APEC SECRETARIAT

The Asia-Pacific Economic Cooperation, or APEC, is a regional economic forum established in 1989 to leverage the growing interdependence of the Asia-Pacific. APEC is an intergovernmental grouping that operates on the basis of non-binding commitments, open dialogue and equal respect for the views of all participants. Decisions made within APEC are reached by consensus and commitments are undertaken on a voluntary basis. APEC's 21 member economies are Australia; Brunei Darussalam; Canada; Chile; People's Republic of China; Hong Kong, China; Indonesia; Japan; Republic of Korea; Malaysia; Mexico; New Zealand; Papua New Guinea; Peru; The Republic of the Philippines; The Russian Federation; Singapore; Chinese Taipei; Thailand; United States of America; and Viet Nam.

The primary goal of APEC is to support sustainable economic growth and prosperity in the Asia-Pacific region. APEC's 21 member economies aim to build a dynamic and harmonious Asia-Pacific community by championing free and open trade and investment, promoting and accelerating regional economic integration, encouraging economic and technical cooperation, enhancing human security, and facilitating a favorable and sustainable business environment. Initiatives by APEC have been propelling policy goals, churning concrete results and fostering agreements into tangible benefits.

The APEC Secretariat is based in Singapore and operates as the core support mechanism for the APEC process. It provides coordination, technical and advisory support, information management, as well as communications and public outreach services. Performing a central project management role, the Secretariat assists APEC member economies and APEC fora with overseeing more than 250 APEC-funded projects.

2. BACKGROUND

The APEC Secretariat is the core supporting institution of APEC. It provides analytical and policy support, institutional coordination in support of up to 80 APEC fora, technical and advisory support as well as financial management and communications, public information and stakeholder engagement. APEC-funded projects are a key part of the APEC process. The Secretariat is responsible for managing the APEC project system and plays a central role in the development, implementation and evaluation of more than 250 APEC-funded projects per year. This is done in close partnership with a range of external parties including project overseers (POs), APEC fora, project participants, project contractors and event organizers or service providers.

There are three main sources of funding for APEC projects which are managed by the APEC Secretariat, namely the General Project Account (GPA), the Trade and Investment Liberalisation and Facilitation Account (TILF) and the APEC Support Fund (ASF) (comprising a General Fund and a number of Sub-Funds).

In a year, the Secretariat processes around 2,500 payment transactions. Currently, these transactions are being processed manually and processing time will take about 1.5 hours per transaction in total from the Program Executives (PEs) to Finance unit on payment approvals.

With the establishment of the APEC Project Payment Disbursement Platform (PPDP), it is envisaged that some of the procedures will be simplified and automated and that processing time of project claims will be reduced and lessen human errors. Project participants will also benefit from this automation as they need not fill in the personal particulars as required in the travel undertaking manually and they may submit the claim via the platform.

The APEC Secretariat has launched a system, the APEC Project Administration System (APAS), for project application, scoring, evaluation and approval processes. Part of the data in the PPDP, particularly the project information and approved budget, will be taken from the APAS.

3. PURPOSE

The purpose of this Request for Proposal/Tender (RTT) is for the APEC Secretariat to solicit bids from vendors interested in proposing solutions and costs for the PPDP and to find and select a professional, qualified and reliable vendor to perform the scope of work as specified in this RTT.

Specifically, they are expected to accomplish the following tasks:

- Build a platform for external users to apply for project claims and for internal users to process these claims with ease;
- Work with the PPDP Core Team in the development of this platform; and
- Replace the Project Job Costing (PJC) Inquiry, the current system/platform to view or generate project reports with data taken from SAGE 300 accounting system.

The information provided in this document is to help the vendor understand our requirements and assist them in providing a reasonably accurate estimate of costs and timeframes involved in the development, implementation, maintenance, and ongoing support for such a system.

4. SCOPE

This RTT contains the instructions governing the requirements for a firm proposal to be submitted by interested vendors, the requirements that must be met, and the vendor's responsibilities before and after implementation of the PPDP.

PART B. PLATFORM BUSINESS REQUIREMENTS

5. OBJECTIVES

The objectives of this RTT are to review and select from available avenues of action and technologies that can provide some or all components of an integrated solution which will deliver the functionality necessary to achieve the following key outcomes:

- Automate project payment disbursement processing from request for funding (travel undertaking form) up to bank payment through electronic fund transfer;
- Accommodate the following users/verifiers, checker, approvers and system administrators;

Claimants	Around 2,500 in a year (700 active users as the highest number at one time in a year)
Verifiers	9 PEs and 2 Assistant Accountants (AA)
Checker	Deputy Accountant (DA) or Senior Accountant (SA)
Approvers	Director (Finance) (FD), Director (Administration) (AD) and/or Executive Director (ED)
Viewers of reports and status of payments	PEs, Finance and Approvers, Program Directors (PDs) (if possible, log-in is not required)
System Administrators	About 15 accounts that have full access and administrative rights in the platform

- Allow at least 2 verifiers to have access to one project at the same time;
- Maintain more than 200 projects at one time;
- Integrate the payment disbursement platform with the APAS and future system, such as Knowledge Management System (KMS) and accounting system/ repository;
- Ensure efficient and accurate payment transactions according to the guidelines in the Guidebook for APEC Projects and accounting standards (e.g., accrual basis accounting);
- Maintain the project's budget table, project budget and payment details;
- Generate financial status reports for three different accounts (ASF, GPA and TILF) and other related reporting components;
- Track outstanding advance payments and ensure no duplicated claims or payments;
- Create unique reference number per transaction; and

- k) Secure confidential and personal/ sensitive data safely in accordance with the Personal Data Protection Act (PDPA) in Singapore.

6. DELIVERABLES

The vendor must be able to provide a system that is able to perform, but not limited to, the following:

Deliverable by parts/stages
I. PROJECT PROFILE SET-UP AND MAINTENANCE
A. Project profile
<p><i>Capture the following information from the project proposal or APAS.</i> <i>Note: APAS system uses the weaver.com.sg platform (exported .CSV files).</i></p> <ul style="list-style-type: none"> <i>i. Project Proposal Number</i> <i>ii. Project Title</i> <i>iii. Fund Source</i> <i>iv. Sub Fund</i> <i>v. Forum</i> <i>vi. Proposing APEC Economies</i> <i>vii. Expected Start Date (approval date)</i> <i>viii. Project Completion Date (PCD)</i> <i>ix. Project Overseer Information (maximum of 3)</i>
B. Project budget set-up and maintenance [To import the information from APAS 2 when available].
<p><i>1) Capture the following information from the project proposal or APAS.</i></p> <ul style="list-style-type: none"> <i>i. Number of events</i> <i>ii. Event days</i> <i>iii. Location (city) of the event</i> <i>iv. Experts honorarium</i> <i>v. Experts per diem</i> <i>vi. Experts airfare</i> <i>vii. Participants per diem</i> <i>viii. Participants airfare</i> <i>ix. Hosting</i> <ul style="list-style-type: none"> <i>a. Meeting/conference room with or without meals</i> <i>b. Event audio & video equipment</i> <i>c. Stationery</i> <i>d. Event banner</i> <i>e. Video-conferencing platform</i> <i>f. Virtual event: Participants' videocam/microphone/internet</i> <i>g. Field trip transportation cost</i> <i>x. Specialized equipment or materials</i> <ul style="list-style-type: none"> <i>a. Special equipment</i> <i>b. Special materials</i> <i>c. Research and survey equipment or materials</i> <i>xi. Communications</i> <i>xii. Photocopying</i> <i>xiii. Publication/distribution of report</i> <i>xiv. Contractor</i> <ul style="list-style-type: none"> <i>a. Main contractor (Consultant)</i> <i>b. Short-term clerk</i> <i>c. Simultaneous Interpretation</i> <i>d. Translator</i> <i>e. Researcher</i> <i>f. Logistics and event organizer</i> <i>xv. Contractors per diem</i> <i>xvi. Contractors airfare</i> <i>xvii. Calculate the total fund or budget</i>

2) Allow manual updating to the budget for any budget amendments (or open for integration with APAS to automatically update the budget).	
3) Allow manual updating of the PO (To open for integration with APAS to automatically update the PO if there is changes).	
4) Prompt an alert message if payment requested already exceeds the available budget.	
5) Generate a project budget summary report (see Annex O1).	
C. Project completion date (PCD) tracking [To integrate the information with APAS 2 when available].	
1) Track the project's PCD.	
2) Indicate "overdue" if PCD is already over.	
3) Allow manual amendments to PCD. Amendments may include the following: <ul style="list-style-type: none"> i. Set or update to a new PCD. ii. Tag or mark Completed or withdrawn project. 	
4) Notify PEs per week if the project's PCD is less than 30 days.	
5) Notify AAs or mark any payment request received for processing with PCD at month-end.	
6) Disallow payment request submission if PCD is less than 20 working days.	
II. FUNDING PRE-APPROVALS	
A. APPROVAL OF APPLICANTS FOR TRAVEL FUNDING AND ELIGIBILITY	
<i>Process Flows</i>	<i>Action Party</i>
1) Upload or import excel sheet of the approved list of funded travelers and/or speakers onto the system. [To integrate the information with APAS 2 when available].	PE
2) Update the approved list of travelers and/or speakers at any given time before a set deadline. [To integrate the information with APAS 2 when available].	
3) Input actual event details (Dates, Locations) as indicated in the General Information Circular.	
4) Input the per diem rate as indicated in the General Information Circular.	
5) Input the approved honorarium rate by PD.	
6) Check the funding eligibility.	
7) Determine if applicant is entitled to travel only, honorarium only, or both.	
8) The system is able to automatically collect the data from uploaded/imported excel sheet to notify approved applicants to create their accounts.	System
9) The system is able to check any outstanding advance payment of the traveler/speaker (as transaction history).	
10) The system is able to check Applicant's entitlements and adjust the total entitlements accordingly.	
11) Notify the approved travelers (speakers/ participants) to create account and to apply for travel funding and/or honorarium (for speakers only).	
B. APPLICATION FOR FUNDING	
1) Travelers/Speakers to create an account and enter personal information, including bank account details (form: travel undertaking).	Approved applicant
2) If travelling, to input the ETA (estimated time of arrival) and ETD (estimated time of departure).	
3) If travelling, enter airfare quotation in USD and upload supporting document.	
4) If there is any outstanding advance, select from the options to settle the previous advance.	
5) If there is no outstanding advance, indicate in the comment section the justification for the need of advance payment. [This field is deactivated if the application is 8 working days or 10 days prior to the event date].	
6) If the applicant is entitled to honorarium, additional questions per Item "C" below.	
7) Submit for approval.	
8) Check the submitted quotations.	PE
9) Check the indicated ETA and ETD.	

10) Approve or reject the quotation (if possible, provide a counterproposal via the platform if rejected) and for Applicant to be notified to submit a new quotation when rejected.	
11) In case there is an outstanding advance that is more than a threshold amount, automatically disable comment field allowing to request for advance payment. 12) In case the advance payment comment field is accomplished, system to prepare a pop-up notification of special conditions before proceeding. 13) System to automatically calculate the per diem and total entitlement.	System
14) Trigger system to generate the draft travel/honorarium undertaking (TU) – advance payment or reimbursement.	PE
15) Generate the draft TU for the Applicant’s confirmation online (similar to a “terms and conditions” of a website or service) 16) Notify the applicant of the approved funding. 17) System should be able to receive e-signature/image signature.	System
18) Applicant to confirm acceptance on the approved funding and affix/draw e-signature. 19) If the advance payment is granted, traveler must re-confirm his acceptance of his responsibility to settle the advance payment (e.g., submit the supporting documents and/or return the excess funds if actual entitlement is lower than the cash advance).	Approved applicant
C. APPLICATION FOR HONORARIUM FUNDING (Experts with honorarium)	
1) Mandatory questions for Experts with honorarium entitlement - i. Are you a government official or civil servant? ii. Is your organization an International Organization? iii. Is your organization under Academia?	
2) If there is any “YES” answer to the above 3 questions, the expert will be not be eligible for funding and the system to notify the expert accordingly.	
3) If all answers are “NO”, proceed to fund with honorarium.	
III. PROJECT OVERSEER (PO) CERTIFICATION FORMS	
1) System to create a PO certification for attendance form of all approved travelers/speakers based on data in the platform. [To integrate the information with APAS 2 when available].	
2) PE to download the PO certification forms from the platform - i. Attendance. ii. Hosting and other event costs. iii. Contract.	
3) System generated forms will be confirmed by POs offline.	
4) The completed certification will be uploaded onto the system when available.	
5) Tag or match the PO certification to the payment request.	
6) Notify the claimants after the PO certification is uploaded onto the system.	
7) If the traveler did not attend based on the PO certification, the system will send an initial reminder to the traveler to return the unused fund, if paid in advance.	
IV. SUBMISSION OF SUPPORTING DOCUMENTS (by the CLAIMANTS)	
1) Travelers: i. Allow the experts and participants to upload the airfare invoice or e-ticket receipt onto the platform any time after TU acceptance. ii. System to automatically send notification reminding participants to submit their requirements after the event if not yet accomplished.	
2) Contractors: i. Create an account. ii. Log-in and fill-in the form with basic information and bank account details. iii. Input the amount for payment and milestone description. iv. Declare satisfactory completion of tasks. v. Upload the following documents - a) company invoice (if claimant is a company); and b) signed contract.	

<p>3) <i>Service providers:</i></p> <ul style="list-style-type: none"> i. <i>Create an account.</i> ii. <i>Log-in and fill-in the form with basic information and bank account details.</i> iii. <i>Input the amount for payment.</i> iv. <i>Declare satisfactory completion of service and event.</i> v. <i>Upload the following mandatory documents -</i> <ul style="list-style-type: none"> a) <i>company invoice (if claimant is a company).</i>
<p>4) <i>Claimants for reimbursement who pre-paid the hosting and other costs:</i></p> <ul style="list-style-type: none"> i. <i>Create an account.</i> ii. <i>Log-in and fill-in the form with basic information and bank account details.</i> iii. <i>Input the amount for reimbursement.</i> iv. <i>Declare satisfactory completion of the event and the costs incurred and pre-paid.</i> v. <i>Upload the following mandatory documents -</i> <ul style="list-style-type: none"> a) <i>company invoice (if claimant is a company);</i> b) <i>invoice issued by the service provider; and</i> c) <i>declaration to receive the amount if claimant is to personal account.</i>
<p>V. VERIFICATION OF SUPPORTING DOCUMENTS FOR ALL CLAIMS BEFORE SUBMISSION OF PAYMENT REQUEST OR RECONCILIATION REQUEST TO FINANCE (by PE)</p>
<ul style="list-style-type: none"> 1) <i>Documents submitted by the claimants are matched with the TU and PO certification.</i> 2) <i>Assign the checker/verifier to the appropriate PE.</i> 3) <i>Allow PE to pre-assign another PE as checker/verifier.</i> 4) <i>Allow checking of documents online.</i> 5) <i>The system should have a toggle to send email to travelers or claimants to request further clarification or documents; or toggle to send email to the PD to seek approval for special considerations requests.</i> 6) <i>There is a save function for documents pending further clarification.</i> 7) <i>There is a cancellation option for those travelers with TU by reimbursement that did not attend.</i> 8) <i>Allow PE to upload additional documents.</i> 9) <i>Allow PE to download all uploaded documents for record keeping.</i>
<p>VI. SUBMISSION OF REQUEST FOR PAYMENT (by PE)</p>
<p>A. TRAVEL FUNDING - ADVANCE PAYMENT</p>
<ul style="list-style-type: none"> 1) <i>System to check no duplicate payment to the same document or TU.</i> 2) <i>Indicate the due date and payment request reference number.</i>
<ul style="list-style-type: none"> 3) <i>Mandatory supporting documents to submit the request for payment -</i> <ul style="list-style-type: none"> i. <i>TU by advance payment.</i> ii. <i>Travelers or claimant's information and bank account details.</i>
<p>B. TRAVEL FUNDING - REIMBURSEMENT</p>
<ul style="list-style-type: none"> 1) <i>System to check no duplicate payment to the same document or TU.</i> 2) <i>Indicate the due date and payment request reference number.</i>
<ul style="list-style-type: none"> 3) <i>Mandatory fields:</i> <ul style="list-style-type: none"> i. <i>Option of a new claim or additional payment.</i> ii. <i>Confirmation of arrival day and attendance on event days.</i> iii. <i>Calculate the actual per diem entitlement.</i> iv. <i>System to capture/PE to enter the actual airfare with option to pay actual or ceiling amount.</i> v. <i>Calculate the total travel entitlement.</i>
<ul style="list-style-type: none"> 4) <i>Mandatory supporting documents to be submitted for payment request -</i> <ul style="list-style-type: none"> i. <i>Undertaking.</i> ii. <i>Traveler or claimant's information and bank account details.</i> iii. <i>Airfare invoice and itinerary.</i> iv. <i>PD's approval if actual entitlement is higher than the TU.</i>
<p>C. HONORARIUM ONLY – POST EVENT</p>
<ul style="list-style-type: none"> 1) <i>System to check no duplicate payment to the same document or TU.</i> 2) <i>Indicate the due date and payment request reference number.</i>
<ul style="list-style-type: none"> 3) <i>Mandatory supporting documents to submit the request for payment -</i>

<ul style="list-style-type: none"> i. TU. ii. Claimant's information and bank account details. iii. PO Certification.
D. CONTRACT
<ul style="list-style-type: none"> 1) System to check no duplicate payment to the same document. 2) Indicate the due date and payment request reference number.
<ul style="list-style-type: none"> 3) Mandatory supporting documents and the required approvals as per the means of verification (enclosed per item, if applicable). <ul style="list-style-type: none"> i. Contractor's information and bank account details. ii. Contractor's own invoice. iii. PO certification. iv. PD's approval if the report is not for publication. v. CPAU's approval if the report is for publication. vi. Endorsement from APEC Working Group or Forum.
<ul style="list-style-type: none"> 4) Prompt an alert message (confirmation of waiver's approval upon generation of payment request) for the following budget items - <ul style="list-style-type: none"> i. Simultaneous Interpretation. ii. Translation. iii. If the contractor was selected in a non-competitive tendering process. iv. If the claim is a split contracting.
E. HOSTING AND OTHER EVENT COSTS
<ul style="list-style-type: none"> 1) System to check no duplicate payment to the same document. 2) Indicate the due date and payment request reference number.
<ul style="list-style-type: none"> 3) Mandatory supporting documents and approvals or Letter of Guarantee (enclosed per item) - <ul style="list-style-type: none"> i. Claimant's information and bank account details. ii. Claimant's Invoice. iii. PO certification. iv. Invoice from the service provider if the claimant is not the service provider. v. PD's approval or Letter of guarantee. vi. Related proof of payment or acknowledgement receipt/letter from service provider, indicating the payment received from Claimant.
<ul style="list-style-type: none"> 4) Prompt an auto alert message (confirmation of waiver's approval upon generation of payment request) for the following budget items - <ul style="list-style-type: none"> i. Hosting with meals. ii. Field Trip transportation cost. iii. Event cost that is paid to personal account.
VII. PAYMENT PROCESSING (by FINANCE)
<p>All payments must have the following processes:</p> <ul style="list-style-type: none"> 1) System to perform the following tasks upon receipt of the payment request - <ul style="list-style-type: none"> i. Assign the Assistant Accountant (AA) as the checker. ii. Allow the assigned checker to designate to other checker (AA). iii. Update the tracking list, list of completed payments and advance payment list, if applicable.
<ul style="list-style-type: none"> 2) Assistant Accountant (AA) has to perform following tasks in the system – <ul style="list-style-type: none"> i. Check the documents online with the option to return to PE for any queries. ii. AA to input any non-allowable item then the system will recalculate the final entitlement for payment. Notify PE of any changes. iii. Generate the bank files. iv. Submit for approval.
<ul style="list-style-type: none"> 3) Deputy Accountant (DA) or Senior Accountant (SA) has to perform following tasks in the system – <ul style="list-style-type: none"> i. Check the documents online with the option to return to AA for any queries. ii. Submit for approval.
<ul style="list-style-type: none"> 4) Director (Finance) and/or Director (Administration) has to perform following tasks in the system - <ul style="list-style-type: none"> i. Check the documents online with the option to return to DA or SA for any queries.

<p><i>ii. Approve the payment.</i></p>
<p>VIII. RECONCILIATION OF ADVANCE PAYMENT</p>
<p>1) <i>The traveler's uploaded supporting documents is matched to the related TU and advance payment. The system will automatically indicate the related payment reference number.</i></p> <p>2) <i>PE to generate the reconciliation form.</i></p>
<p>3) <i>Mandatory fields:</i></p> <p><i>i. Options of reconciliation with no additional payment or with additional payment.</i></p> <p><i>ii. Confirmation of arrival day and attendance to event days.</i></p> <p><i>iii. Calculate the actual per diem entitlement.</i></p> <p><i>iv. PE to enter the actual airfare with option to fund actual or ceiling amount.</i></p> <p><i>v. If the traveler indeed did not attend after clarification by PE (as per requirement of Section 6 V. 5)) but with reasons favorably considered by PD, PE will then input the approved allowable fundings (e.g., airfare cancellation charges or travel insurance if covered).</i></p> <p><i>vi. Calculate the total travel entitlement.</i></p>
<p>4) <i>Mandatory supporting documents for reconciliation request -</i></p> <p><i>i. Airfare receipt/ invoice and the itinerary.</i></p> <p><i>ii. Confirmation of attendance from the PO certification.</i></p> <p><i>iii. PD's approval for special cases and supporting documents.</i></p>
<p>5) <i>Upon submission of the reconciliation request, the system will perform the following tasks -</i></p> <p><i>i. Indicate the due date and assign a unique reference number to the reconciliation form or statement (Annex R).</i></p> <p><i>ii. Assign the Assistant Accountant (AA) as the checker.</i></p> <p><i>iii. Allow the assigned checker to designate to other checker (AA).</i></p> <p><i>iv. Update the tracking list, list of completed payments and advance payment list, if applicable.</i></p>
<p>6) <i>Accountant (AA) has to perform following tasks in the system –</i></p> <p><i>i. Check the documents online with the option to return to PE for any queries.</i></p> <p><i>ii. AA to input any non-allowable item then the system will recalculate the final entitlement for payment.</i></p> <p><i>iii. Submit for approval.</i></p>
<p>7) <i>Deputy Accountant (DA) or Senior Accountant (SA) has to perform following tasks in the system –</i></p> <p><i>i. Check the documents online with the option to return to PE for any queries.</i></p> <p><i>ii. Confirm the figures.</i></p>
<p>8) <i>After confirmation of the figures on the statement of reconciliation or reconciliation form DA or SA, the system will perform the following tasks -</i></p> <p><i>i. If the balance is \$0 or less than \$100, mark the advance payment as settled.</i></p> <p><i>ii. Notify the traveler the final amount to be returned to the Secretariat (Annex S).</i></p> <p><i>iii. Update the advance payment list (indicate settled or the amount for collection).</i></p> <p><i>iv. Keep the traveler's account open until the advance is settled.</i></p> <p><i>v. Notify the traveler to settle the advance once per week.</i></p>
<p>9) <i>Once the refund is received, AA will tag the related reconciliation document as settled. The system will update the advance payment list accordingly. Notify the traveler that the refund has been received.</i></p>
<p>IX. Payment via Electronic Fund Transfer (see Annexes Y1, Y2 and Y3 for the instructions or guidance)</p>
<p>1) <i>System to generate bank files by batches.</i></p> <p>2) <i>Finance staff may import the bank files onto DBS Ideal Website by batches.</i></p> <p>3) <i>Director (Finance) and Director (Administration) may authorize payments by batches on the DBS Ideal.</i></p>
<p>X. Process flow</p> <p><i>Deliver our process flow presented in a flowchart attached as Appendix 1 of this RTT.</i></p>
<p>XI. Generate Forms and Reports</p> <p><i>The system to generate the forms and reports presented as Annexes A to S of this RTT.</i></p>

<p>XII. Notifications and reminders</p> <ol style="list-style-type: none"> 1) <i>Send notifications as required in the deliverables section.</i> 2) <i>Send template emails to both account holders and non-account holders of specific system activities.</i> 3) <i>Notify the claimants of the status of the claim. Notify when the claim is submitted for payment (submission of payment request) and the final approval by signatories.</i> 4) <i>Reminders to any parties that require further action or comply with the requirements every 3 days.</i>
<p>XIII. Open for future development</p> <p><i>The system must be open for possible development or customisations in future. Future development may include but not limited to:</i></p> <ol style="list-style-type: none"> 1) <i>Additional level of approvals in the application for funding or funding pre-approvals.</i> 2) <i>Export data from the system into APAS 2, such as actual expenditure of each project and balance of project funds.</i>
<p>XIV. Open API for future integration with APAS or System (open API)</p> <p><i>The platform must be able to integrate with future systems. The process will include but not limited to:</i></p> <ol style="list-style-type: none"> 1) <i>Integration with APAS 2 -</i> <ol style="list-style-type: none"> i. <i>Project overseer updates.</i> ii. <i>Project completion date updates.</i> iii. <i>Budget amendments.</i> iv. <i>Contractor's information.</i> v. <i>Contract milestones or schedule of payment.</i> vi. <i>Extracting of signed contract.</i> 2) <i>Integration with Accounting System – the current accounting system, SAGE 300, is not open for integration. The system should be open for integration with the new Accounting System in future.</i>

PART C. ADMINISTRATIVE GUIDELINES

7. GENERAL TERMS AND CONDITIONS

- a) This RTT is open to all vendors.
- b) The Secretariat is not responsible for any costs incurred by vendors responding to this RTT.
- c) The intent of the Secretariat is to contract with a single organization capable of taking overall responsibility for all aspects of system components, training, implementation and maintenance. The Secretariat is seeking a complete and high-quality solution to its requirements.
- d) This document contains information and requirements that were accurate at the time of issue. As the evaluation process continues, additional requirements may be identified, or changes required to those already stated. Vendors are required to respond to these changes. Further, all replies will be subject to the same terms and conditions as noted in this document.
- e) Vendors must conduct a product demonstration within the stipulated timeframe and as scheduled by the Secretariat.
- f) The Secretariat reserves the right to approach vendors for additional information.
- g) Vendors must provide responses in electronic as outlined in Part D of this RTT.
- h) The estimated total cost should include all costs for a fully integrated and implemented solution.

- i) All estimated prices should be quoted in SGD dollars exclusive of GST.
- j) The Secretariat shall not be obligated to provide any explanation for any outcome(s) resulting from this RTT.

8. EVALUATION AND SELECTION CRITERIA

The main evaluation and selection criteria for proposals include:

Attributes	Weighting
Functionality – Level to which the proposed solution meets or exceeds required functionality	45%
Estimated price – The overall price of the proposed solution	40%
Support, future development/integration, and training – The level of support offered; proven commitment to ongoing development of the solution; and level and expertise of training offered	5%
Security feature – PDPA compliance, system/software updates to patch or detect or address any vulnerabilities, bugs, and defects.	5%
Timeliness/availability – Availability of sufficiently skilled staff to implement a solution within the APEC Secretariat	5%

9. TIMELINE

The APEC Secretariat's timeline for this RTT is as follows:

Events	Timeline
Publication of RTT	23 November 2023
Tender Briefing (at the APEC Secretariat office)	2:30pm – 3:30pm, 1 December 2023
Deadline of tender submission	5pm, 5 January 2024
Product Demonstration	8 – 19 January 2024 (Exact date to be advised)
Notification of successful vendor	By mid-March 2024
Contract signing	By end of March 2024
Start of development	By early April 2024

Interested vendors are advised to attend the Tender Briefing. Each company shall not register more than 3 representatives for the Tender Briefing. Please provide the following information by 5:00pm Singapore time, 30 November 2023 to procurement@apec.org for registration purpose:

- a) Company name
- b) Name, job title and email address of representative(s)

10. QUESTIONS

All questions regarding this RTT must be submitted in writing via email to procurement@apec.org

11. ADDRESS FOR PROPOSAL SUBMISSION

Please send the proposal via email to the attention of the Procurement Officer, APEC Secretariat, at: procurement@apec.org no later than 5:00pm sharp Singapore time, **5 January 2024**.

Do NOT include any correspondence requiring answers with the response. Submit any questions in separate correspondence.

Late submission to this RTT will be disqualified. It is the responsibility of the vendor to ensure its response arrives prior to the established deadline.

All questions regarding this RTT must be submitted in writing via email to procurement@apec.org.

The Secretariat will attempt, within three working days, to acknowledge via e-mail that it has received the vendor's response.

If there are any changes or amendments to the tender documents or any response to clarifications requested by the APEC Secretariat, before the closing date for submission, notification must be in writing via email to procurement@apec.org. Notification after the established deadline will not be accepted.

The submitted proposal must be valid for a period of 120 days from the closing date of this RTT.

PART D. REQUIRED INFORMATION FROM THE VENDOR

12. VENDOR INFORMATION

- a) Contact information including name, address, telephone number and email address of the primary contact for the RTT.
- b) Company Profile: Provide the following information about parent, associate companies, and third parties (if any), which may be involved in providing an integrated solution.
 - i. Name, address, and telephone number
 - ii. Website address
 - iii. Number of years in business.
 - iv. Size and nature of operation in the Singapore and outside of the Singapore (including number of staff and geographic location)
- c) Outline prior experience in implementing the potential solution including:
 - i. Number of years of experience in the industry.
 - ii. Number of successful implementations.
 - iii. Location of implementations for the cases listed in item (b) above.
 - iv. Business of the purchasing organizations (government, universities, etc).
 - v. Modules (if applicable) installed or utilized in the implemented solutions.
- d) Provide relevant project references for the past three years, if any, with a view to displaying capabilities and experience in providing services of similar requirement specifications of this RTT.
- e) Provide an outline of the customer service model employed to manage and meet the customer's future system requirements.

13. SOLUTION OVERVIEW

Provide an overview of the proposed solution, taking into account the requirements outlined in this RTT. This must include:

- a) Product(s) functionality and features.
- b) Components of the solution, including any third-party products or tools that form part of the solution, with any associated licensing costs.
- c) Services offered (development, implementation, integration, training, support, maintenance, etc.).
- d) Description of a successful implementation(s).
- e) Outline the details of data security of the system.
- f) Estimated timeframe for development and implementation.

The vendor must describe any strategic alliances made with other vendors whose product(s), when combined with the responding vendor's product(s) solution, will meet the functionality required in this RTT.

14. QUOTATION

Provide quotation or cost information either one-time and/or recurring associated with the solution including:

- a) Price for the system/platform or license, such as monthly cost / annual cost per user in the system.
- b) Price of the required server, if any.
- c) Price for system development, if any, including the required reports (price per process flow stage or deliverables as set out in Section 6 above, if possible).
- d) Any consultancy fees (rate and hours estimated).
- e) Training costs (including number of training sessions (in-person or online), duration, cost of preparation of user manuals / guides).
- f) Annual maintenance fee and/or support price.
- g) Please indicate payment terms, timing for expenditures, discounts available and any other cost issues.

15. PRODUCT DOCUMENTATION / TRAINING

Describe the various available implementation, administration, user, and training manuals.

16. SYSTEM ARCHITECTURE

Provide an overview of the system architecture, such as:

- a) provision of requirements for server if it is on-premises; or
- b) provision of the support and maintenance requirements in Section 18 if it is a cloud server and advise whether it is a single tenant or multi-tenant.

Provide information on the proposed solution's scalability and threshold.

Provide information on the proposed solution's interoperability.

Provide information on the proposed solution's ability to configure and communicate with remote site installations and provide recommendation for bandwidth between main and remote sites.

17. IMPLEMENTATION

Outline the integration of the system, including:

- a) Development and setup
- b) Customization and software enhancements
- c) Test run
- d) Training for the Secretariat staff
- e) Provision of user manuals/ guides
- f) User Acceptance Test
- g) Implementation
- h) Post-implementation support

18. LONG-TERM MAINTENANCE AND SUPPORT

Briefly outline how you will support all components of the potential solution including all solution documentation and any options.

Describe the technical support and frequency of system/software updates to patch or detect or address any vulnerabilities, bugs, and defects.

Describe the capability of the system/software to secure confidential and personal/sensitive data safely in accordance with the PDPA in Singapore.

PART E. CONTRACT

After the vendor is selected, a contract will be prepared and signed by both parties, the APEC Secretariat and selected vendor. The expected timeline for the contract signing is by end of March 2024.

For advance information and reference, the template of the contract is presented as Appendix 2 of this RTT.

PART F. APPENDICES AND ANNEXES

Appendix 1 – Process flowchart

Annexes to the flowchart (PLEASE CONTACT procurement@apec.org for the Annexes separately):

FORMS AND TEMPLATES:

Annex: Description

- A - Project proposal template from APAS
- B1 - List of APEC-funded travelers
- C - Email template to request for quotation
- D - Email template approving the quotation
- E - Travel undertaking template
- F - Project Overseer (PO) certification for attendance
- G - PO certification for hosting and other event costs
- H1 - Invoice template for individual contractor
- H2 - Template for contractor's statement
- I-1 - PO certification for contract payment
- I-2 - PO certification for contractor's travel and reimbursement claim
- J - Payment request form
- M - Proforma payment entry
- N - DBS Ideal telegraphic transfer form
- R - Statement of reconciliation form
- S - Email template to collect excess of advance payment
- Y1 - DBS UFF version 1.9.3
- Y2 - DBS file testing
- Y3 - DBS guide for UFF and IDEAL self-test

REPORTS:

Annex: Description

- B2 - Budget table tracking
- K1 - Table for tracking the status of all submissions
- K2 - List of completed payments to date
- L - Advance payment list
- O1 - Project budget summary report
- O2 - Project payment details report
- P1 - ASF projects financial status report
- P2 - GPA project financial status report
- P3 - TILF projects financial status report
- Q - Monthly (summary) payments by fund and project
- T1 - ASF completed projects with approved waivers
- T2 - GPA completed projects with approved waivers
- T3 - TILF completed projects with approved waivers
- U1 - ASF projects expenditure by Working Group (Monthly)
- U2 - GPA projects expenditure by Working Group (Monthly)
- U3 - TILF projects expenditure by Working Group (Monthly)
- V1 - ASF closed projects (Monthly)
- V2 - GPA closed projects (Monthly)
- V3 - TILF closed projects (Monthly)
- W - ASF, GPA, & TILF - Approved projects (Monthly)
- X - List of unpaid or pending claims or not yet submitted claims for ASF, GPA, TILF

Appendix 2 – Contract template

BEFORE TRAVEL OR THE EVENT

AFTER TRAVEL OR EVENT AND RECEIPT OF PO'S CERTIFICATION

CLAIMANT - A: Travelers B: Providers and Contractors

PROGRAM EXECUTIVE/DIRECTOR

FINANCE

The system will import or upload project data onto the system. Annex A

MANUAL INPUT following the current practice (Note: to be integrated later with APAS 2) 1. Project Completion Date updates 2. Project Overseer updates 3. Budget amendment

- FORMS AND TEMPLATES: Annex: A - Project Proposal template from APAS B1 - List of APEC-funded travelers C - Email template to request for quotation D - Email template approving the quotation E - Travel undertaking template F - Project Overseer (PO) certification for attendance G - PO certification for hosting and other event costs H1 - Invoice template for individual contractor H2 - emplate for contractor's statement I-1 - PO certification for contract payment I-2 - PO certification for contractor's travel and reimbursement claim J - Payment request form M - Pro-forma payment entry N - DBS Ideal Telegraphic Transfer form R - Statement of Reconciliation form S - Email template to collect excess of advance payment Y1 - DBS UFF Version 1.9.3 Y2 - DBS File Testing Y3 - DBS Guide for UFF and Ideal Self-test

- REPORTS: Annex: B2 - Budget table tracking K1 - All submissions status tracking K2 - List of Completed Payments to Date L - Advance payment list O1 - Project Budget Summary Report O2 - Project Payment details Report P1 - ASF Project Financial Status Report P2 - GPA Project Financial Status Report P3 - TILF Project Financial Status Report Q - Monthly (summary) payment by Fund and Project T1 - ASF Completed Projects with approved waivers T2 - GPA Completed Projects with approved waivers T3 - TILF Completed Projects with approved waivers U1 - ASF Proj Expenditure by Working Group (Monthly) U2 - GPA Proj Expenditure by Working Group (Monthly) U3 - TILF Proj Expenditure by Working Group (Monthly) V1 - ASF Closed Projects (Monthly) V2 - GPA Closed Projects (Monthly) V3 - TILF Closed Projects (Monthly) W - ASF, GPA, & TILF - Approved Projects (Monthly) X - List of unpaid or pending claims or not yet submitted claims for ASF, GPA, TILF

2) A - TRAVELERS (SPEAKERS AND PARTICIPANTS)- Create an account. Fill-in the application for funding. Select items to be funded. Answer questions related to the terms and conditions and outstanding advance payment, if any. Indicate in the remarks section the request for advance payment and the justification [the remark section will be deactivated when the application is less than 8 days from the event]. If there is pop-up message regarding outstanding advance, S/P will select in the options to settle. Upload and submit an airfare quotation (mandatory)

1) Upload or import (excel file) the APPROVED funded travelers by batch or one by one Note: the list (or excel file) will be integrated later with APAS 2

3) PE to approve the airfare quotation or send back to traveler to request for clarification

Travel Undertaking (TU) Annex B2 Annex D Annex E

4i) Traveler to accept the entitlements, terms and conditions of the TU; or ask for clarification

5.i) ADVANCE PAYMENT

5.ii) SUBMIT SUPPORTING DOCS - Reimbursement and advance reconciliation

5.iii) B - SERVICE PROVIDERS AND CONTRACTORS Hosting and other event claims- Contractor's fee Note: Follow current processes (offline) for the following (Note: to be integrated later with APAS 2): - Quotation approval for hosting - Pre-approval of other event costs - Contractor's fee: Contractor's information and milestone/payment schedule

3ii) Offline Approval C (Hosting, Event Costs, Contractor)

4ii) PE to trigger instruction to create claim for Hosting, Contracting or other event cost.

6) PE's to: 1. Submit the request for payments. 2. Or submit request for reconciliation of advance payment. 3. And verify and upload the related approvals (offline approvals B,C and D) and other supporting documents

For 5.i & 5.ii - If the traveler did not attend -TU will be cancelled - If traveler was paid in advance, the system will notify S/P on the need to return the unused fund (initial notification) - Update advance payment list

**CURRENT PROCESS APPROVALS (OFFLINE): Offline Approval A: 1) PD's approval on NMP and HON (Not required for payment. The travel undertaking is sufficient) Offline Approval B: 1) PD's approval on special cases or deviation from quotation (actual is higher) Offline Approval C: 1) PD's approval on hosting quotation 2) PD's approval of first contractual payment 3) PD's approval of other event costs Offline Approval D: 1) PD's approval to process payment to contract that requires reports but is not for publication (if indicated in the means of verification) 2) CPAU's approval to process payment on contract that requires reports for publication (if indicated in the means of verification) 3) Forum or WG endorsement of contractor's reports (if indicated in the means of verification)

7) Processing by Finance AA A. Process payment (reimbursement and advance); or B. Reconciliation Process: 1. AA checks the docs online. 2. Generate payment voucher or statement for reconciliation 3. Edit the figure on the request 4. Generate bank files 5. Upload the bank files to the DBS Ideal

8) FIN. DA

Send letter to collect Mark advance as settled or closed Update advance payment list Annex L Annex R Annex S

9) SIGNATORY 1 F(D)

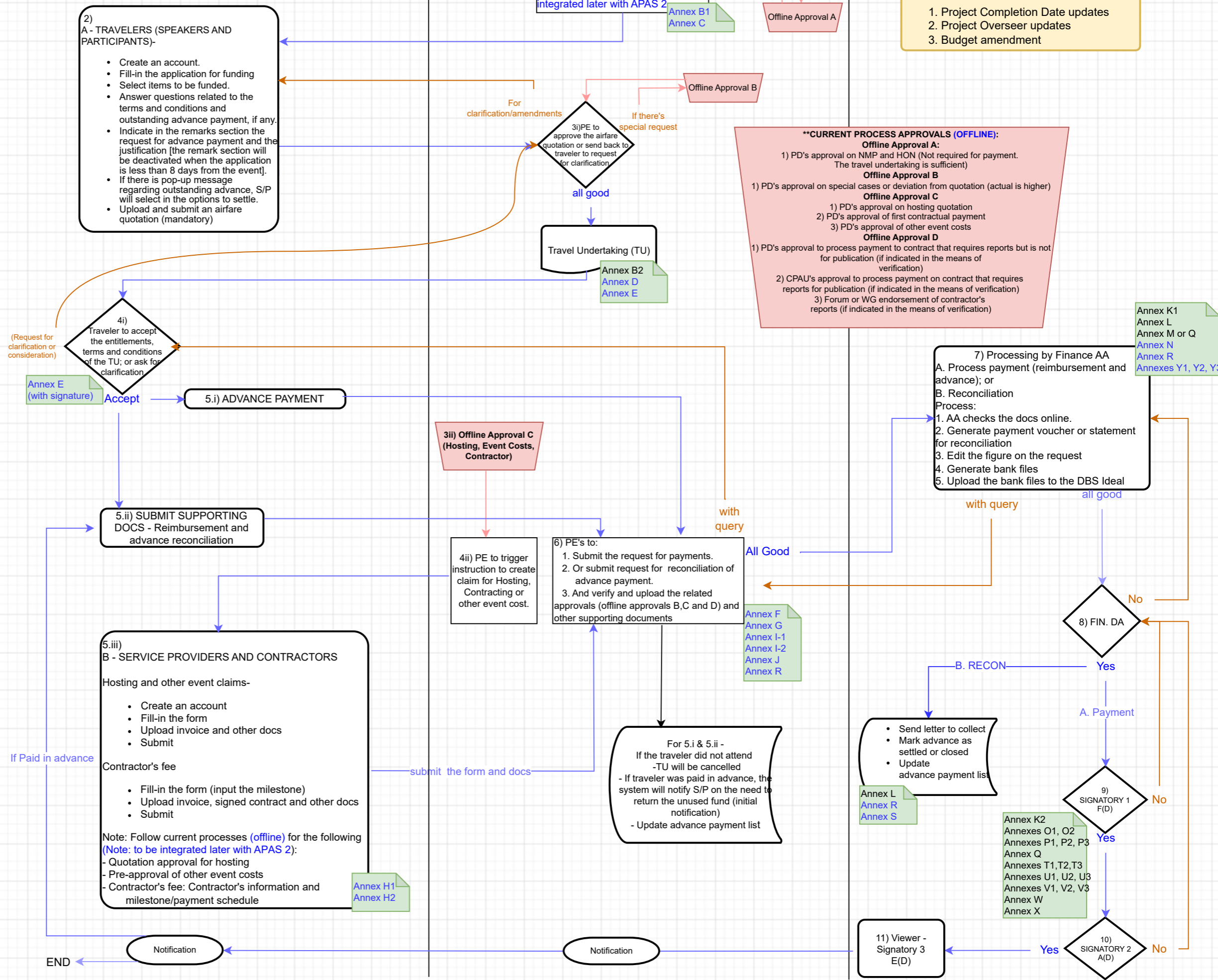
Annex K2 Annexes O1, O2 Annexes P1, P2, P3 Annex Q Annexes T1,T2,T3 Annexes U1, U2, U3 Annexes V1, V2, V3 Annex W Annex X

10) SIGNATORY 2 A(D)

11) Viewer - Signatory 3 E(D)

Notification END

Notification





CONTRACT

Project Disbursement Platform

This contract (the “Contract”) is made on [Insert Date],

BETWEEN

The Asia-Pacific Economic Cooperation Secretariat (the "APEC Secretariat"), with an office at 35 Heng Mui Keng Terrace, Singapore 119616

AND

[Insert Company Name/Contractor's Name] (the “Contractor”), a company incorporated in [Insert Economy] and having its registered office at [Insert Address].

(together the “Parties”, and “Party” shall mean either one of them)

The APEC Secretariat has agreed to engage the Contractor to provide services in accordance with the terms and conditions set forth in this Contract.

Signed for and on behalf of the APEC Secretariat

[Insert Name of Authorised Signatory]
[Designation]

Signed for and on behalf of [Insert Name of Contractor]

[Insert Name and Position/Title]

THE APEC SECRETARIAT AND [INSERT NAME OF CONTRACTOR] AGREE TO THE FOLLOWING Standard Conditions and Special Conditions, together hereinafter referred to as “the Agreement”:

Special Conditions

1. SCOPE OF SERVICES

1.1 Description of Services (hereinafter referred to as “the Services”)

1.2 Background to Project

1.3 Objectives

1.4 Deliverables/List of Tasks

2. PAYMENT

2.1 The APEC Secretariat will pay [Name of Contractor] a total sum of [\$XXXXXX] (Singapore Dollars) subject to the Milestone table below. Payments will be made in milestones with respect of the triggers as follows:

Milestone	Trigger	Amount S\$
1		
2		
3		

2.2 If the Secretariat deems that the deliverables have not been satisfactorily completed, the Contractor shall take reasonable remedial action at his own cost to refine the deliverables to ensure delivery of the expected outcomes.

Standard Conditions

3. PARTIES

3.1 The Parties to this agreement are the APEC Secretariat and [the Contractor].

4. ASSIGNMENT

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

5. CHANGES TO AGREEMENT

5.1 The APEC Secretariat and [the Contractor] may change the terms of the Agreement by written agreement only.

6 DEFAULT

- 6.1 A Default is anything the APEC Secretariat considers to be a significant breach of the Agreement including:
- 6.1.1 failure to perform an obligation under the Agreement within the agreed time; or
 - 6.1.2 failure to deliver outputs of satisfactory capability, quality or reliability.
- 6.2 In the event of a Default by the Contractor, the APEC Secretariat shall notify in writing the Contractor setting out the Default and the reasonable 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 Agreement by issuing a written Notice of Termination to the Contractor.
- 6.3 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.

7 RIGHTS IN DATA

- 7.1 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).
- 7.2 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:
- 7.2.1 all data resulting from performance of the Agreement, regardless of its form, format, or media;
 - 7.2.2 all data (other than that owned by third parties) used in performing the Agreement regardless of its form, format, or media;
 - 7.2.3 all data delivered under the Agreement making up manuals or instructional and training materials;
 - 7.2.4 all processes provided for use under the Agreement; and
 - 7.2.5 all any other data delivered under the Agreement.
- 7.3 If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in Clause 7.2 above) for purposes that are not in relation to the performance of the Services, prior written consent from the APEC Secretariat must be obtained.
- 7.4 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.
- 7.5 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.

8 CONFLICT OF INTEREST

- 8.1 The Contractor warrants, agrees and undertakes that he does not have 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 Agreement.
- 8.2 The Contractor shall exercise his responsibility in the best interests of the APEC Secretariat and shall not engage in any activities that would conflict with this Agreement.
- 8.3 If the Contractor becomes aware of any actual or potential conflict of interest as defined in Clause 8.1 and 8.2 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.

- 8.4 The APEC Secretariat may suspend the Services, terminate the Agreement 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 8.1 and 8.2 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).

9 CONFIDENTIALITY

- 9.1 The Contractor shall not, either during the term of the Agreement or after the termination of the Agreement, disclose to a third party any information that he may acquire in consequence of this Agreement relating to the Services, this Agreement or the APEC Secretariat's operations without the prior written consent of the APEC Secretariat.
- 9.2 The Contractor's obligations in Clause 12.1 shall not apply to any information which:
- 9.2.1 is publicly available or becomes publicly available other than by reason of the Contractor's default;
 - 9.2.2 the Contractor is required to disclose by order of a court of competent jurisdiction.

10 SUSPENSION OF SERVICES

- 10.1 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 minimise 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.

11 TERMINATION BY THE APEC SECRETARIAT

- 11.1 The APEC Secretariat may terminate this Agreement, in whole or in part, by issuing a written Notice of Termination. The APEC Secretariat may terminate this Agreement without giving any reasons. If this Agreement 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 Agreement, which is set out in Clause 2.1, "Payment" in Special Conditions.
- 11.2 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.
- 11.3 Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the APEC Secretariat.
- 11.4 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.
- 11.5 Upon termination of the Agreement, 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.
- 11.6 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 Agreement.

12 INTERPRETATION

- 12.1 Should a dispute about the meaning of any term in the Agreement 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.

13 LAW & JURISDICTION

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

14 COMMUNICATIONS

14.1 All communications relating to this Agreement shall be in writing and may be delivered:

- 14.1.1 personally;
- 14.1.2 by digital means;
- 14.1.3 by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Agreement (as relevant);

15 ENTIRE AGREEMENT

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

16 ILLEGALITY AND SEVERABILITY

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

17 WAIVER

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

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

- 17.2.1 further exercising that power or right; or
- 17.2.2 exercising any other power or right under this Agreement.

18 REASONABLENESS

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

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

19 PARTNERSHIP

19.1 This Agreement does not create a partnership between the APEC Secretariat and the Contractor.

20 FORCE MAJEURE

20.1 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 Agreement, including the following:

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

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

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

20.3.1 immediately notify the APEC Secretariat in writing of:

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

20.3.1.2 details of the likely effect on the Services and the Contractor's ability to perform the Agreement;

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

20.3.3 use its best efforts to continue to perform its obligations under the Agreement.

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

20.4.1 continue the Agreement unchanged; or

20.4.2 change the Agreement using the process in Clause 5.

20.5 Nothing in this clause limits the APEC Secretariat's ability to suspend or terminate the Agreement under Clause 10 or Clause 11.

21 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE

21.1 A person who is not a party to this Agreement 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 Agreement, the application of which legislation is hereby expressly excluded.

22 COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF AGREEMENT

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

23 PROVISION OF SERVICES

23.1 The Contractor shall provide the Services to the APEC Secretariat on the delivery dates identified in the Agreement. 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.

23.2 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 Agreement.

23.3 The Contractor and its staff or sub-Contractors shall not by virtue of this Agreement 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.

REPORTING AND COORDINATION ARRANGEMENTS

23.4 The Contractor will be required to liaise closely and work in collaboration with the APEC Secretariat in performing the Work in the Agreement. The Contractor will keep APEC Secretariat informed of progress of the Work, timelines and budget.

24 AUTHORIZED REPRESENTATIVE

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