



**Asia-Pacific  
Economic Cooperation**

---

## Request to Tender (RTT)

# APEC Website CMS Functionalities and Contents Revamp

*Submitted by: APEC Secretariat Communications and Public Affairs Unit*

## General Information

Document Type:	Solicitation of Tender
Solicitation Type:	Request to Tender (RTT)
RTT Release Date:	21 Nov 2024
Deadline for Quote Submission:	<b>12 Dec 2024</b> <b>17:00 pm (Singapore)</b>
Contract Award Date:	By 31 Dec 2024
Projects:	Website CMS Upgrade/Replacement:

## Background and Purpose

### *Background*

Following the WCMS replacement in 2017, upgrade of the content management system in 2025 is essential to ensure the security of the website's architecture, functionality, content structure; branding; and management.

The APEC website ([www.apec.org](http://www.apec.org)) has been using Sitefinity since 2017. The APEC Secretariat manage to migrate the hosting from AWS to Sitefinity Cloud in late 2023 in order to improve the stability of the hosting performance.

Since the last website revamp was done since 2017, it is also an opportune time to redesign and refine the content of [www.apec.org](http://www.apec.org) and consolidate associated online APEC content from satellite sites/microsites which are housed within the same folder and using the existing web CMS.

The APEC Secretariat will manage the Sitefinity license renewal and Sitefinity Cloud annual hosting renewal directly with Progress Sitefinity through authorized reseller/dealer.

The existing APEC website contains a function called APEC Satellite Services. APEC Satellite Services allows members to create satellite websites based on a few templates. The vendor shall assist the APEC Secretariat to keep all existing satellite websites after the revamp.

The Asia-Pacific Economic Cooperation (APEC) Secretariat would like to source a vendor to revamp the functionalities and contents of [www.apec.org](http://www.apec.org). The successful vendor will also undertake the website content migration, administration, software support and maintenance for [www.apec.org](http://www.apec.org).

The successful vendor may undertake other website enhancements, content migration and change requests during the contract period. These projects will be scoped separately according to business requirements.

The purpose of this RTT is to select a professional, qualified and reliable vendor to perform the scope of work as specified in this RTT.

**Purpose**

Upgrading apec.org will take into consideration a new vision agreed by senior officials in 2020, that puts equal emphasis on trade and investment; digitalization and innovation; and sustainability and resilience. The revamp should reflect APEC's consistent corporate brand in order to reinforce its public identity and protect its reputation.

For practical purposes, the website should also reflect APEC's identity and the principles of a non-binding, voluntary, consensus-based forum. Taking an interactive approach, the website should drive the day-to-day efforts of all members and staff to deliver the important work of the organization. Capitalizing on the brand, the revamped website should be used as a tool for creating esteem, promoting recognition and engaging target stakeholder groups.

At the same time, the revamp should be adaptable to changes that APEC may undertake in coming years as it takes on more work programs and additional focus.

Consistent communication is crucial for ensuring the integrity of the APEC brand. Online materials that are created as part of APEC's effort to provide information to the public should comply with APEC's graphic standards. This includes www.apec.org, APEC social media channels and associated assets.

This RTT includes two tasks:

Website CMS Functionalities and Contents Revamp

Kick starting the groundwork during Q4 of 2024, the vendor will brainstorm new ideas and solutions to address the pain points of the current website. These include improving publications functionalities, new web page design with new templates, new architecture/site map, search function improvements, new web form design, MailChimp enhancements to the blog section, and developing a podcast section.

**Website Support and Maintenance Services**

On occasion, fixes and repairs need to be made on the WCMS to ensure content can be published in a timely manner. At other times, staff may require support to address security breaches such as a hacked website.

Ensuring 99.9 percent uptime, the vendor will provide website support and maintenance to ensure the stability, performance and security of APEC Website (<http://www.apec.org>).

Responses to required changes will be addressed within 24 hours/days of the request.

## Scope of Services

### 1. Website CMS Functionality Upgrade / Design Revamp

This process will take approximately 10 months to complete, hence will start in 2024 so the design mock-up and code development could start from Q1 of 2025. The Website CMS Functionality Upgrade / Design Revamp shall start on 2 Jan 2025 and target to launch the website by end October 2025. The launch date will coincide with 2025 APEC Economic Leaders' Week.

### 2. Website Support and Maintenance Services

The Vendor needs to propose the annual cost of ongoing Website Support and Maintenance Services for the next three years, from 1 January 2026 until 31 December 2029.

The Contract Period for Website Support and Maintenance Services starts from 1 January 2026. Given subject matter expertise and intellectual property rights and a successful, high quality record of service, the contract will auto renew until 31 December 2027. If the Vendor is not able to achieve the level of performance as specified in the Service Level Agreement, the APEC Secretariat has the right to terminate the contract.

## **Deliverables**

The Vendor shall perform the following scope of work under this contract:

### **1. Website CMS Functionality Upgrade / Design Revamp**

With this revamp, the scope of services shall include:

1. Reassessment of the search mechanism and improve its functionality and accuracy. Propose as an optional item for the search enhancement.
2. Migrate all existing functions and contents to the new template designs.
3. With the reference of current web template, the vendor shall propose new web widgets in the new web template to accommodate including but not limited to new web page design, new back-end module or new functionality that implemented to the web page.
4. If there is no need to change the current web template design, the vendor shall assist to review and update the mark-up of the web template.
5. All key functionalities shall be reviewed and discussed with the APEC Secretariat, whether they should be retained or upgraded based on the new proposal from the vendor.
6. The vendor shall assist the APEC Secretariat to revamp the existing Publications section with objectives below:
  - To present highlights of the collection, i.e. newly published, key publication, etc;
  - For user to be able to do a search based on: keywords, publication number, groups, month and year of publishing, types, and to have options for more advanced search;
  - To have an option to add multimedia materials on individual publication page.
7. The APEC Secretariat needs to know which website pages require updates based on the latest content change. The new APEC website must have a workflow mechanism to control the content publishing process to include page content owners (authors), editors and publishers, among others.
8. The new APEC website must have a version control mechanism.
9. The new APEC website must have flexibility for the website owner to create page templates.
10. Add in MailChimp Campaign ID creation feature for Blog section.

11. New section for web podcast. Add in MailChimp Campaign ID creation feature. Details of this section can be further discussed with the appointed vendor.

12. A new contact form module is needed so the APEC staff email is not shown on front-end. This can be modeled after the ADB website. The APEC Secretariat is open to all new ideas to improve this feature of the website.

13. With interest in reflecting the new vision, the vendor will propose re-architecture and site map.

14. The Vendor needs to handle the entire website development process that includes but is not limited to:

- Requirement discussions
- Blueprint
- Design Mockup
- Prototype
- User Acceptance Testing
- Website Deployment

## 2. Website Support and Maintenance Services

After the new CMS is replaced, the Vendor needs to be in charge of all website support and maintenance tasks to ensure the stability, performance and security of APEC Website (<http://www.apec.org>).

The services include but are not limited to:

- Telephone, email or meeting support calls
- CMS content user, administrator or developer support calls
- Manage the website server
- Incident management with the use of an issue tracker system that is provided by Vendor
- Investigation of errors and ad-hoc requests
- Includes at least 8-man days of ad-hoc fixes every year
- Assistance and liaison with third party Vendors for technical assistance

The Vendor shall perform the following scope of work under this contract:

1. Provide a test server at Vendor's premises

The Vendor shall provide a test server for the purpose of APEC website development testing and patch testing. This test server shall be located at the Vendor's premises.

2. Provide an issue / change request tracking mechanism

If the Vendor has an existing issue / change request tracking website, the Vendor can issue a login account to the APEC Secretariat so that the APEC Secretariat can raise issues or change requests using this issue / change request tracking website.

If such a platform is not provided, the Vendor and the APEC Secretariat will raise and respond to issues / change requests via email.

3. Change Request Workflow

The procedure for raising a change request:

- a. The APEC Secretariat will log a change request.
- b. The Vendor will respond to, understand APEC Secretariat's requirements and scope the request within 5 working days from the change request date.
- c. The Vendor and APEC Secretariat will agree on the cost, start date and delivery date of the change request.

- d. The Vendor will develop and test the software on the test server (located in the Vendor's premises). APEC Secretariat will perform User Acceptance Testing (UAT) on the test server.
- e. After UAT is passed, the Vendor will deploy the code on the Production Servers (cloud server to be selected by APEC Secretariat).
- f. APEC Secretariat will verify that the change request is implemented correctly on the production website.
- g. The change request is considered delivered once it has passed verification by APEC Secretariat on the production website.
- h. The Vendor shall track the usage of man-days and email APEC Secretariat the new man-days balance after deducting the cost of the delivered change request.

4. Issue/Bug Fix Workflow

- a. APEC Secretariat will log a bug/issue report.
- b. The Vendor will respond and resolve the bug/issue in accordance to the Service Level Agreement.
- c. The Vendor will develop and test software fixes on the Test Server (located on the Vendor's premises).
- d. APEC Secretariat will perform User Acceptance Testing (UAT) on this Test Server.
- i. After UAT has passed, the Vendor will deploy the software fix on the Production Servers (The cloud server selected by APEC Secretariat).
- e. APEC Secretariat will verify that the bug/issue is resolved in the production website.
- f. The bug/issue is considered resolved once it has passed verification in the production website.

5. Service Level Agreement

<b>Severity</b>	<b>Response Time</b>	<b>Resolution Time</b>
1 (Severe. e.g. Website does not load properly)	<= 20 minutes	12 hours
2 (e.g. Website access normal; Critical website function affected)	<= 2 hours	24 hours
3 (e.g. Website access normal; Non-critical website function affected; Other support questions)	<= 1 day	5 working days

6. Support Hours

The Vendor shall propose the support hours for the Website Support and Maintenance Services.

7. Support Contact Numbers and Email Addresses



For the purpose of support and problem reporting, the Vendor shall provide:

- a. Support contact number(s)
- b. Support email address(es)

#### 8. WCMS Software Patching

The Vendor will inform the APEC Secretariat of new WCMS software patches and provide advice on their importance.

The Vendor will install WCMS software patches and undertake all testing work to ensure that the applied WCMS patches are compatible with existing code and do not break or adversely affect the WCMS.

WCMS software patches cover all versions updates, hot fixes, service packs, feature releases issued by WCMS.

The contract scope includes at least 2 complete cycles of WCMS software patching per year. A cycle of patching is considered completed when the staging and production servers are verified by the APEC Secretariat to be patched to the specified version and operating properly.

#### 9. Servers to be managed by the Vendor

The Vendor will manage and administer the cloud servers supporting the APEC website ([www.apec.org](http://www.apec.org)).

Scope of Administration:

- a. Ensure that the staging and production CMS / website are operational.
- b. Install and activate the new WCMS licenses on the Cloud server.
- c. Configure and maintain the security settings of the Cloud Server.
- d. Monitor logs and resolve errors related to Cloud Server and WCMS
- e. Troubleshoot, administer and patch the Cloud Server.

#### 10. WCMS Databases and Tables

The Vendor shall provide recommendations and instructions on how to manage and administer WCMS databases and tables according to WCMS's best practices. These databases and tables residing in the web Cloud Server will be recommended by the Vendor. The actual execution of the database-related work shall be done by the Vendor under the management of the APEC Secretariat.

#### 11. Take-over and Hand-over

The Vendor is responsible for taking over the required system source code / passwords from the current Vendor. The Vendor shall ensure that all required resources / information for support and maintenance are obtained before the commencement of support.

Similarly, at the end of the contract, the Vendor will hand over the system source code, passwords and information to the next appointed Vendor, unless the Vendor is re-appointed in the next RTT.

#### 12. Change Requests Man-Hours

The Vendor should provide quotations in Singapore Dollars for the following:

- a. 1 man-hour
- b. 1 man-day
- c. Other man-day package prices (if any)

#### 13. Penalty Clause

- For each Change Request (CR), the Vendor will be required to scope the effort in man-hours, provide the start date and delivery date of the request. If the delivery of the CR is late by more than 5 days, the Vendor will pay APEC Secretariat a penalty of 50 per cent of the effort scoped.
- For each Support Request (SR) delay, the Vendor will be required to pay APEC Secretariat a penalty of 10 per cent of the contract value each time the SLA is breached. This applies for Severity 1 and Severity 2 errors only.

#### 14. Premature Termination of Contract

- The probation period is valid for 6 months. The remaining service period will be awarded upon successful completion of probation. If the Vendor accumulates more than 4 SLA breaches or penalty charges, the APEC Secretariat reserves the right to terminate the contract prematurely.

## Skills required

The Vendor shall provide information on its project experience:

- Number of 'live' implementations and their WCMS versions
- Number of years of experience in Sitecore/Sitefinity implementation and Sitecore/Sitefinity certification
- Number of developer who has Sitecore/Sitefinity certification

Other CMS expertise and experience that the Vendor may have:

- Expertise in alternative CMS (E.g. Kentico, Sitefinity, Umbraco etc). Please state the number of working implementations for each CMS and the number of years of experience in each CMS.
- Experience with Cloud implementation, such as AliCloud/ Google Cloud/ IBM Cloud/ Azure/ Amazon Web Services (AWS). Etc.
- The vendor shall be based in Singapore for effective communication

## Developer Certification

The Vendor's developer must assign Sitefinity Developer certified programmers to perform the work requested by the APEC Secretariat. The Vendor must have the necessary credentials and certifications to access the Sitefinity Developer Network.

## Contract Value

The contract will start from 1 January 2025.

Bids should not exceed SGD 210,000 for the WCMS replacement.

This SGD 210,000 covers the entire project cost. This includes but is not limited to:

- The cost for all web templates, new design and existing upgrade of web templates.
- Total cost of front-end design and all development efforts.
- Data migration from existing web template to new web template (if applicable)
- All functionality upgrades or changes (if applicable)
- Any other expenses caused by the projects in this contract.

## Payment Milestones

### 1. Website Upgrade/Replacement:

The Website CMS Upgrade or Replacement project shall be soft launched by 20 October 2025 (Final dates to be discussed based on the APEC Korea 2025 final schedule). Full payment will only be made in upon successful testing and commissioning of the new system for production and go-live. (100% after test is completed). The vendor should propose a reasonable payment milestone and discuss with the APEC Secretariat to reach an agreement.

### 2. Website Support and Maintenance Services:

The vendor will need to propose a new web support and maintenance plan to the APEC Secretariat after the website goes live. If the Vendor is not able to achieve the level of performance as specified in the Service Level Agreement, the APEC Secretariat has the right to terminate the contract.

After the contract period, the payment of Website Support and Maintenance Services will be made annually to the selected Vendor subject to the satisfactory completion of the service period.

## **Intellectual Property Rights**

The APEC Secretariat shall own all intellectual property and confidential information that the Vendor creates as a result of performing the Work. If any intellectual property or confidential information is required to enable the Vendor to deliver the Work, the Vendor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to any external parties else (i.e. third parties).

The Vendor shall not release material or source code that belongs to the APEC Secretariat to any third-party without permission from the APEC Secretariat.

The Vendor shall provide the source code for the work which the APEC Secretariat has engaged the Vendor to deliver.

## **The Vendor will be required to sign a Non-Disclosure Agreement with the APEC Secretariat to safeguard information obtained during the course of Work**

### **Format for Proposal Submission**

The Vendor is required to submit:

- Detailed project timeline which consists of:
  - Project management method
  - Design review
  - Prototype review
  - UAT test plan and report
  - Payment Schedule, including milestones and due dates
  - Project documentations
- Risk management plan
- Change management plan
- Profile of team members, including CVs
- Calculation of additional man-days/man-hours (change request only)
- Any travel or other associated costs from contract inception to completion.

The quotes submitted in response to this RTT must provide a detailed breakdown of the costs including personnel, labour, travel and other associated costs.

#### Cost Bid

**WCMS Replacement/Upgrade**

<b>Cost Breakdown:</b>	<b>Amount</b>
Website Revamp fee	
Additional man-days/man-hours rate (change request only)	
<b>Total value quoted</b>	<b>SGD</b>

**Website Maintenance and Support**

<b>Cost Breakdown:</b>	<b>Amount</b>
Annual Website Maintenance and Support Fee – 2025 (if applicable)	
Website Maintenance and Support Fee - 2026	

Website Maintenance and Support Fee - 2027	
Website Maintenance and Support Fee - 2028	
<b>Total value quoted</b>	<b>SGD</b>

**APEC Satellite Services (Optional)\***

<b>Cost Breakdown:</b>	<b>Amount</b>
APEC Satellite Service	
<b>Total value quoted</b>	<b>SGD</b>
<p>*The existing APEC website contains a function called APEC Satellite Services. This APEC Satellite Services allows members to create satellite websites based on a few templates. The vendor shall also propose an optional solution to upgrade this APEC Satellite services. The upgraded APEC Satellite Services should be separated with the main WCMS. The Vendor shall propose the cost for this project in the proposal. The APEC Secretariat may implement this project in the near future.</p>	

Other Required Information

Please follow the format given above; cost information should be supplied in the disaggregated form requested.

**Understanding of Tasks**

In a narrative format, please include your response to the service requirements and how you propose to accomplish the tasks.

- Take over existing server and system passwords and source code for the CMS and website.
- Execute website migration (server and content)
- Provide a support and maintenance framework that will meet the SLA.
- Provide expertise and fulfil additional change requests / website enhancements during the contract period.
- Resolve bugs in a timely manner.

**Clients’ Websites and References**

In the bid response, please provide names and contact information of at least two references and/or clients for whom the Vendor has recently implemented SiteCore website projects.

The Vendor should provide the clients' website addresses for reference.

## Questions

All questions regarding this Request for Quotation must be submitted in writing via email to [procurement@apcc.org](mailto:procurement@apcc.org)

## Address for Proposal Submission

Please send the proposal via email to the attention of the Procurement Officer, APCC Secretariat, at: [procurement@apcc.org](mailto:procurement@apcc.org) no later than 5:00pm sharp Singapore time, 9 April 2021. Tender should be valid for 90 days.

## Evaluation Criteria

Potential bidders will be evaluated according, but not limited to these factors:

Price	10%
Technical Expertise & Experience	30%
Design Expertise & Experience	30%
Website Support and Maintenance Services	30%



## **CONTRACT**

[Insert Title ]

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 [\$XXXXX] (Singapore Dollars) subject to the Milestone table below. Payments will be made in milestones with respect of the triggers as follows:

<b>Milestone</b>	<b>Trigger</b>	<b>Amount S\$</b>
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].

### 5 ASSIGNMENT

- 5.1 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.

### 6 CHANGES TO AGREEMENT

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

## 7 DEFAULT

7.1 A Default is anything the APEC Secretariat considers to be a significant breach of the Agreement including:

- 7.1.1 failure to perform an obligation under the Agreement within the agreed time; or
- 7.1.2 failure to deliver outputs of satisfactory capability, quality or reliability.

7.2 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.

7.3 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.

## 8 RIGHTS IN DATA

8.1 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).

8.2 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:

- 8.2.1 all data resulting from performance of the Agreement, regardless of its form, format, or media;
- 8.2.2 all data (other than that owned by third parties) used in performing the Agreement regardless of its form, format, or media;
- 8.2.3 all data delivered under the Agreement making up manuals or instructional and training materials;
- 8.2.4 all processes provided for use under the Agreement; and
- 8.2.5 all any other data delivered under the Agreement.

8.3 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.

8.4 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.

8.5 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.

## 9 CONFLICT OF INTEREST

9.1 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.

9.2 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.

9.3 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.

9.4 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).

## 10 CONFIDENTIALITY

10.1 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.

10.2 The Contractor's obligations in Clause 12.1 shall not apply to any information which:

10.2.1 is publicly available or becomes publicly available other than by reason of the Contractor's default;

10.2.2 the Contractor is required to disclose by order of a court of competent jurisdiction.

## 11 SUSPENSION OF SERVICES

11.1 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.

## 12 TERMINATION BY THE APEC SECRETARIAT

12.1 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.

12.2 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.

12.3 Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to the APEC Secretariat.

12.4 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.

12.5 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.

12.6 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.

## 13 INTERPRETATION

13.1 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.

## 14 LAW & JURISDICTION

14.1 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.

15 COMMUNICATIONS

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

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

16 ENTIRE AGREEMENT

16.1 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.

17 ILLEGALITY AND SEVERABILITY

17.1 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.

18 WAIVER

18.1 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.

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

- 18.2.1 further exercising that power or right; or
- 18.2.2 exercising any other power or right under this Agreement.

19 REASONABLENESS

19.1 The Contractor confirms it has had the opportunity to receive independent legal advice relating to all

the matters relating to this Agreement.

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

## 20 PARTNERSHIP

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

## 21 FORCE MAJEURE

21.1 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:

- 21.1.1 acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- 21.1.2 acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
- 21.1.3 acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or
- 21.1.4 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.

21.2 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.

21.3 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:

- 21.3.1 immediately notify the APEC Secretariat in writing of:
  - 21.3.1.1 the likely delay and how long the Contractor thinks it will last; and
  - 21.3.1.2 details of the likely effect on the Services and the Contractor's ability to perform the Agreement;
- 21.3.2 take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
- 21.3.3 use its best efforts to continue to perform its obligations under the Agreement.

21.4 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:

- 21.4.1 continue the Agreement unchanged; or

21.4.2 change the Agreement using the process in Clause 5.

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

## 22 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT - SINGAPORE

22.1 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.

## 23 COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF AGREEMENT

23.1 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.

## 24 PROVISION OF SERVICES

24.1 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.

24.2 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.

24.3 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

24.4 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.

## 25 AUTHORIZED REPRESENTATIVE

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