



# Foreign, Commonwealth & Development Office

## CALL DOWN CONTRACT

Framework Agreement with:	Cadmus International UK Limited
Framework Agreement for:	Global Development Delivery Framework (GDD)- Lot 4 – Economic Development and Trade
Framework Agreement ECM Number:	ecm_5815
Call Down Contract For:	Open Trade Pillar of the ASEAN-UK Economic Integration Programme
Contract ECM Number:	ecm_7581

I refer to the following:

1. The above-mentioned Framework Agreement dated **11<sup>th</sup> December 2023**;
2. Your proposal of **6<sup>th</sup> September 2024**.

and I confirm that FCDO requires you to provide the Services (Annex A, Terms of Reference), under the Terms and Conditions of the Framework Agreement which shall apply to this Call Down Contract as if expressly incorporated herein.

### 1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than **23<sup>rd</sup> of June 2025** (“the Start Date”) and the Services shall be completed by **22<sup>nd</sup> of March 2029** (“the End Date”) unless the Call Down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

### 2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the **ASEAN (Association of Southeast Asian Nation) Member States** (the “Recipient”).

### 3. Financial Limit

- 3.1 Payments under this Call Down Contract shall not, exceed **£8,000,000** (“the Financial Limit”) and is inclusive of any government tax, if applicable as detailed in Annex B.

### 4. FCDO Officials

- 4.1 The Senior Responsible Officer (SRO) is: **REDACTED**
- 4.2 Programme Responsible Officer (PRO): **REDACTED**
- 4.3 The Contract Officer is: **REDACTED**

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## Supplier

4.4 Contract Officer: **REDACTED**

4.5 Project Officer: **REDACTED**

## 5. Expiry Date

5.1 End date of Extension Period: September 2030 (an optional extension period of up to 18 months in duration and up to £4m in value).

5.2 Minimum written notice to Supplier in respect of extension: **REDACTED**

## 6. Additional Documents to be included in this Contract

6.1 The following documents are included in and form part of the Contract in addition to Sections 1-5 inclusive: **REDACTED**

## 7. Break Clause

- i. At the end of inception phase.
- ii. 31<sup>st</sup> March 2026.
- iii. Mid-term review.
- iv. In line with all future Spending Reviews by the UK government, which may affect the future funding available for this programme. The date of this break point will be defined following the actual date of the Spending Review and based on its outcomes.

## 8. Key Personnel

The following of the Supplier's Personnel cannot be substituted by the Supplier without FCDO's prior written consent: **REDACTED**

## 9. Reports

The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

## 10. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call Down Contract will come under the duty of care of the Supplier:

- I. The Supplier will be responsible for all security arrangements and His Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:

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- II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call Down Contract;
- II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call Down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call Down Contract in relation to Duty of Care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.
- V. Where FCDO is providing any specific security arrangements for Suppliers in relation to the Call Down Contract, these will be detailed in the Terms of Reference.

### 11. Call Down Contract Signature

If the original Form of Call Down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of FCDO, FCDO will be entitled, at its sole discretion, to declare this Call Down Contract void.

No payment will be made to the Supplier under this Call Down Contract until a copy of the Call Down Contract, signed on behalf of the Supplier, returned to the FCDO Contract Officer.

Signed by an authorised signatory  
for and on behalf of

Secretary of State for Foreign, Commonwealth  
and Development Affairs

Name: **REDACTED**

Position:

Signature:

Date:

Signed by an authorised signatory  
for and on behalf of the Supplier

Name: **REDACTED**

Position:

Signature:

Date:



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**Annex A – Terms of Reference (ToR)**

**Open Trade Pillar of the ASEAN-UK Economic Integration Programme**



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## Glossary

EIP	ASEAN-UK Economic Integration Programme
ACCED	ASEAN Coordinating Committee on Electronic Commerce and Digital Economy
ACCSQ	ASEAN Consultative Committee for Standards and Quality
AEC	ASEAN Economic Community
AEGC	ASEAN Experts Group on Competition
AMS	ASEAN Member States
ASEAN	Association of Southeast Asian Nation
ASEC	ASEAN Secretariat
ATF-JCC	ASEAN Trade Facilitation Joint Consultative Committee
CCC	Coordinating Committee on Customs
CCS	ASEAN Coordinating Committee on Services (CCS)
CLMV	Cambodia, Laos, Myanmar, and Vietnam
COP26	26th United Nations Climate Change Conference
CPTFWG	Customs Procedures and Trade Facilitation Group
DBT	Department for Business and Trade
DSIT	Department for Science, Innovation and Technology
FCDO	Foreign, Commonwealth, and Development Office
FY	Financial Year
GDPR	General Data Protection Regulation
HMG	His Majesty's Government
HMRC	HM Revenue & Customs
IATI	International Aid Transparency Initiative
ICO	Information Commissioner's Office
IDS	International Development Strategy
IP	Intellectual Property
IPO	Intellectual Property Office
IRR	Integrated Review Refresh
KPI	Key Performance Indicator
MAB	Market Access Barrier
MSME	Micro, Small, and Medium Enterprises
MEL	Monitoring, Evaluation and Learning
MCR	Milestone Completion Report
ODA	Official Development Assistance
OTp	Open Trade pillar
PoA	Plan of Action
POS	Point of Sale
PLT	Programme Leadership Team
PMT	Programme Management Team
RD	Regional Diagnostics
PCR	Programme Closure Report



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PSC	Project Steering Committee
SAP	Strategic Action Plan
SME	Small and Medium Enterprises
SP	Service Provider
SPEX	Service Provider Subject Matter Experts
SPMT	Service Provider Management Team
ToC	Theory of Change
UKMIS	UK Mission
UNCITRAL	United Nations Commission on International Trade Law
VfM	Value for Money
WTO	World Trade Organization



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## Key programme information

### 1. Introduction

- 1.1 The UK became an ASEAN Dialogue Partner in August 2021 and agreed an ASEAN-UK Plan of Action (PoA) in August 2022<sup>1</sup>, which sets out priority areas for ASEAN-UK cooperation over five years. The PoA responded to ASEAN and UK priorities and strategies, including the UK International Development Strategy (IDS) and the Integrated Review Refresh (IRR).
- 1.2 The ASEAN Economic Integration Programme (EIP) aims to reduce barriers to development in ASEAN Member States (AMS) and for the overall ASEAN Economic Community (AEC), to increase prosperity and provide the foundation for more inclusive economic development that benefits the poorest. This programme is part of a suite of new ASEAN-UK programmes the FCDO is designing to support PoA implementation and deliver on UK commitments as an ASEAN Dialogue Partner.
- 1.3 EIP will support AMS and Timor-Leste, which is on the path to ASEAN accession, to implement ASEAN initiatives that aim to reduce poverty in the region, and in particular support inclusion by focusing on women's economic empowerment and micro, small and medium sized enterprises (MSMEs). It will support reforms covering regulatory reform, financial services and trade through technical assistance, capacity building and knowledge-transfer partnerships ("expert support"). It will look to harness the potential of digitalisation in ASEAN to support this objective.
- 1.4 This Terms of Reference outlines the services for a contract to run the Open Trade pillar (OTp) of the EIP. The contract will have a maximum value of £8,000,000 (inclusive of all taxes, exclusive of UK VAT) and last up to 45 months (subject to 18-month extension options set out below). The chosen service provider (SP) will design a pipeline of projects with the FCDO and the AMS, through the processes and governance established by The ASEAN Secretariat (ASEC), and then deploy subject matter specialists to deliver these projects. UK public sector trade experts will support these projects where possible.
- 1.5 The EIP aims to advance regional policies through a mix of bilateral projects in AMS and projects with ASEC. Programme coherence will be maintained through a common regional theory of change and by delivering similar projects across a few countries, allowing for lesson sharing and efficiencies from scale.

### 2. Objectives

- 2.1 The OTp of the EIP aims to increase trade between AMS, and between ASEAN and the rest of the world. It will seek to do this by addressing barriers to trade in ASEAN, particularly those faced by MSMEs, to progress economic integration in ASEAN.
- 2.2 Despite recent free trade agreements and progress implementing ASEAN initiatives to lower trade costs, there are still barriers to trade in the region, both in terms of non-tariff measures<sup>2</sup> and trade processes<sup>3</sup>. AMS are also looking to respond to emerging opportunities and

<sup>1</sup> <https://www.gov.uk/government/publications/asean-uk-dialogue-partnership-plan-of-action-2022-to-2026/plan-of-action-to-implement-the-asean-united-kingdom-dialogue-partnership-2022-to-2026>

<sup>2</sup> [https://www.eria.org/uploads/media/Regional\\_Integration\\_and\\_NTM\\_in\\_ASEAN.pdf](https://www.eria.org/uploads/media/Regional_Integration_and_NTM_in_ASEAN.pdf)

<sup>3</sup> <https://www.unescap.org/kp/2022/untf-survey-2021-ASEAN#>



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challenges, including digital transformation, e-commerce, paperless trade, green economy, circular economy, customs digitalisation and simplification, changing patterns of global trade, and sustainability imperatives.

- 2.3 The intended outcome of the OTp is that AMS adopt and implement policy recommendations and reforms to lower barriers to trade. It will focus on areas including trade facilitation, customs simplification, paperless trade, and trade reforms to support the green, circular, and digital economy. Where relevant, the EIP will prioritise digitalisation as a tool to address barriers. The EIP will also seek to focus on activities that will support female and MSME engagement in regional trade.
- 2.4 The table below sets out an outline of the Theory of Change (for a more comprehensive explanation see appendix A):

*Table 1: outline Theory of Change for Open Trade pillar*

<b><u>Problem statement:</u></b> FCDO research has found that barriers to trade impede economic development in some ASEAN Member States.
<b><u>Impact:</u></b> increased sustainable and resilient trade flows between AMS and between ASEAN and the rest of the world.
<b><u>Outcomes:</u></b> AMS adopt and implement policy recommendations and reforms to lower barriers to trade particularly for MSMEs, prioritising digitalisation reform as a primary approach to reach impact.
<b><u>Outputs:</u></b> Reports, tools and policy/implementation recommendation that support AMS to implement ASEAN-wide policies to lower barriers to trade across AMS.
<b><u>Activities:</u></b> Technical advice, events, research, capacity building and knowledge transfer partnerships with AMS and ASEC.

### 3. Recipients & beneficiaries

- 3.1 The EIP as a whole will work with all 10 AMS plus Timor-Leste, providing expert support directly to the nine countries in this group eligible for Official Development Assistance (ODA)<sup>4</sup>. The EIP will collaborate with Singapore and Brunei, who are not ODA-eligible, to ensure the programme is ASEAN-wide. The budget will include a small non-ODA allocation (approximately up to 10% of the total contract value) across the implementation phase to support their participation in programme activities. The EIP will also support ASEC directly.
- 3.2 The OTp will involve projects in all or a subset of the countries within scope of the overall EIP (as described in 3.1). The exact set of recipient countries will be determined during the inception phase and as part of ongoing design work (see Scope section).
- 3.3 Myanmar is formally within scope of this programme, as an ASEAN Member State, however UK programme funds will not be used to benefit the current military regime. Where possible

<sup>4</sup> Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, Philippines, Thailand, Vietnam, Timor-Leste



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we will still look for opportunities to support non-state actors and provide assistance directly to the Myanmar people.

- 3.4 The direct recipients of expert support will generally be public sector officials from AMS and Timor-Leste or officials in ASEC. Recipients are likely to include officials in relevant ASEAN Sectoral Bodies/Committees, which are made up of representatives from each AMS. The programme will work with individuals and businesses in the region; this engagement will likely be done in partnership with AMS governments.
- 3.5 The ultimate beneficiaries will be low-income households in the region. The programme will focus particularly on supporting MSMEs and Women's Economic Empowerment.

### 4. Scope

#### Summary

- 4.1 FCDO is seeking a Service Provider (SP) to deliver the Open Trade pillar (OTp) of the programme. The SP will:
  - i) Design, plan and agree with FCDO and ASEAN a pipeline of projects that fit with the OTp Theory of Change and achieve its objectives. The SP will develop the initial pipeline during a three-month inception phase and formally update it once each year (deliverable A).
  - ii) Secure, deploy and manage subject matter experts to deliver the agreed projects for AMS in financial years 2025/26, 2026/27, 2027/28 and 2028/29. This will include risk and financial management functions (deliverable B).
  - iii) Embed robust monitoring, evaluation and learning practices into delivery and report results to FCDO (deliverable C).

#### Intervention focus: reducing trade barriers

- 4.2 The SP will support ASEAN's efforts to harness digital transformation to increase trade and enhance economic integration in the AEC. ASEAN has an ambitious digital economy agenda, as set out in the Bandar Sri Begawan Roadmap<sup>5</sup>, the ASEAN Digital Integration Framework<sup>6</sup>, and the Framework for Negotiating the Digital Economy Framework Agreement<sup>7</sup>.
- 4.3 The EIP OTp will support two or three ASEAN digital-focussed initiatives that aim to reduce barriers to trade. The SP will support the FCDO to choose the target initiatives and design the supporting projects, initially during a three-month inception period.
- 4.4 One initiative should focus on **trade facilitation and customs**, identifying areas where digitisation of trade procedures could reduce trade frictions, improve sustainability, and / or increase supply chain resilience. It will support the work of ASEAN Sectoral Bodies under the ASEC Trade Facilitation Division in this area, including the ASEAN Trade Facilitation Joint

<sup>5</sup> [https://asean.org/wp-content/uploads/2021/10/Bandar-Seri-Begawan-Roadmap-on-ASEAN-Digital-Transformation-Agenda\\_Endorsed.pdf](https://asean.org/wp-content/uploads/2021/10/Bandar-Seri-Begawan-Roadmap-on-ASEAN-Digital-Transformation-Agenda_Endorsed.pdf)

<sup>6</sup> <https://asean.org/wp-content/uploads/2020/12/Adopted-ASEAN-Digital-Integration-Framework.pdf>

<sup>7</sup> [https://asean.org/wp-content/uploads/2023/09/Framework-for-Negotiating-DEFA\\_ENDORSED\\_23rd-AECC-for-uploading.pdf](https://asean.org/wp-content/uploads/2023/09/Framework-for-Negotiating-DEFA_ENDORSED_23rd-AECC-for-uploading.pdf)



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Consultative Committee (ATF-JCC), the Coordinating Committee on Customs (CCC), and the Customs Procedures and Trade Facilitation Group (CPTFWG).

- 4.5 One initiative should focus on supporting the development of the **legal frameworks required to underpin trade digitalisation**. The UK and the Digital Economy Division in ASEC are already discussing a concept note to define this work (see appendix G). The SP will need to design and implement projects under this concept note, once it has been agreed by the ASEAN Coordinating Committee on Electronic Commerce and Digital Economy (ACCED).
- 4.6 A third initiative is **optional** and is an opportunity to support the OTp theory of change in an area complementary to the first two initiatives. It could support the work of ASEAN Sectoral Bodies under the ASEC Digital Economy Division, Trade Facilitation Division or Services and Investment Division. Potential areas of focus include digitally delivered services, cross-border e-commerce, cross-border data flows / data protection, emerging technologies, or supply chain resilience.
- 4.7 The criteria for selecting the ASEAN initiatives will be:
- evidence that the initiatives will reduce barriers trade in AMS and for ASEAN, to support poverty reduction in the region.
  - alignment with priorities identified by ASEAN and the UK for technical cooperation (see [ASEAN-UK Plan of Action](#))
  - availability of relevant skills and expertise through the chosen service provider and UK institutions
  - demand from individual AMS for technical assistance to support implementation of the initiatives.
- 4.8 The FCDO is working with ASEAN to define the potential initiatives but will wait until the inception period before making a final decision, guided by the proposals the SP. The initiatives we are considering targeting under this programme are set out in table 2.

*Table 2: List of ASEAN initiatives to potentially target through this programme:*

Topic	ASEAN plans	Example projects / outputs*
Trade facilitation and customs	AEC 2025 Trade Facilitation Strategic Action Plan	Share learnings and applications from UK's Electronic Trade Documents Act
	The Strategic Plans of Customs Development 2021 – 2025	Capacity building for CLMV countries on Strategic Action Plan implementation
	Bandar Sri Begawan Roadmap	Interoperability of the UK's and ASEAN's respective Single Windows
	ASEAN Digital Integration Framework	Recommendations on modernisation of customs procedures to support e-commerce.
	ASEAN Framework for Negotiating the Digital Economy Framework Agreement	Study on ASEAN Green Customs guidelines
		Support for implementation of ASEAN AEO MRA (AAMRA)



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Legal frameworks for trade digitalisation	<p>Work Plan on the Implementation of ASEAN Agreement on Electronic Commerce</p> <p>Bandar Sri Begawan Roadmap</p> <p>ASEAN Digital Integration Framework</p> <p>ASEAN Framework for Negotiating the Digital Economy Framework Agreement</p>	<p>Technical assistance to officials in ASEAN Member States (AMS) on legal reform to remove barriers to digital trade - see draft concept note in appendix G), e.g. supporting AMS align national laws to UNCITRAL Model Law on Electronic Transferable Records and UNCITRAL Model Law on Electronic Signatures</p> <p>UNCITRAL Model Law on Electronic Commerce.</p>
Optional initiative, which could cover: digitally delivered services, cross-border e-commerce, cross-border data flows / data protection, emerging technologies in trade, supply chain resilience	<p>ASEAN Economic Community Post 2025 strategy</p> <p>ASEAN Standards and Conformance Strategic Plan 2016 -2025</p> <p>ASEAN Framework for Negotiating the Digital Economy Framework Agreement</p>	<p>Report on opportunities for ASEAN to harness emerging technology (e.g. AI) to reduce trade costs.</p> <p>Study on digital service trade in ASEAN</p> <p>Measurements of digital trade statistics</p> <p>Recommendations on implementation of international standards to create regional alignment and support cross-border e-commerce</p>

\*Indicative list, not exhaustive or prescriptive

- 4.9 The OTp will deliver most of the projects at country level, supporting AMS to implement initiatives managed through ASEAN Sectorial Bodies. The programme will also deliver projects to support ASEAN Sectorial Bodies and the ASEAN Secretariat directly, for example helping them adopt frameworks and develop clearer regulations at a regional level. It will also look to help the ASEAN develop new initiatives and update regional implementation / action plans. The OTp will mostly work with the ASEAN Secretariat Digital Economy Division and Trade Facilitation Division.
- 4.10 The OTp will work with all the countries listed in the Recipients & Beneficiaries section through ASEAN structures and deliver in-country projects in a subset. In-country projects should include at least one project that supports the [Initiative for ASEAN Integration](#)<sup>8</sup>, one project that supports Timor-Leste, and one project relevant to ODA-eligible Member States with advanced trading systems.
- 4.11 The EIP has digitalisation and inclusivity as two cross-cutting themes across its three pillars. For the OTp, this means that interventions should focus on harnessing digital solutions and focus on addressing barriers women owned businesses and MSMEs in face harnessing the benefits of trade. SP should consult the ASEAN Bandar Seri Begawan Roadmap, ASEAN Strategic Plan for SME Development, ASEAN Committee on Women Work Plan, and the ASEAN Digital Masterplan 2025 for details on how ASEAN approaches digitalisation and inclusion.

<sup>8</sup> An IAI project must support the IAI work plan and work with at least two of Cambodia, Laos, Myanmar and Vietnam and no other Member State. Note UK Myanmar policy in para 3.3.



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### Deliverable A: design and planning

4.12 Within three months of contract award, the SP will:

- Support the FCDO and ASEAN select and codify up to three ASEAN initiatives that reduce barriers to trade.
- Design proposals for projects that provide expert support to AMS and / or ASEC to help them advance the chosen ASEAN initiatives.
- Agree a list of projects to take forward with the FCDO and ASEAN in 2025/26 and present a pipeline of potential projects for later contract years.
- Produce a costed delivery plan and task orders for projects that will start in financial year 2025/26.

4.13 From Q3 2025 until the end of the contact (implementation phase), the service provider will:

- Refine the project pipeline based on learnings from delivery.
- Agree a list of outputs and activities to take forward each financial year with ASEAN, ahead of the start of each year.
- Develop costed delivery plans for each financial year, ahead of the start of each financial year.

4.14 This deliverable is an important ongoing requirement for the SP. While the inception phase will be an intensive period of design and planning, we expect the process of developing and agreeing projects with ASEAN to be substantial during implementation, allowing consultation with recipients, adaptability, and flexibility. The chosen ASEAN initiatives will provide clear and specific outcomes for the OTp, which will remain fixed over the 45 months. However, the pipeline of projects that will achieve these outcomes should evolve iteratively over the programme period, reflecting learning from delivery, emerging ASEAN and UK policy priorities, and budget / time management considerations. We expect that some projects will be modular and consist of, for example, an initial study / research phase across multiple countries, followed by an implementation phase within individual countries, or a pilot project in one country with an option to expand across ASEAN if successful.

4.15 The pipeline of projects should:

- contain 2-5 projects per year that will increase trade in the region
- meet the requirements for in-country projects in paragraph 4.10.
- show how it achieves value for money (VfM), e.g., through pilots, clustering of similar interventions and modular sequencing.
- account for the expected updates to ASEAN's strategic action plans post 2025
- be deliverable within the contract timeframe and budget.

4.16 The SP will be responsible for drafting project proposals / concept notes in formats provided by ASEC and will need to follow processes set by ASEAN to achieve project approval. For each project, this will include:

- Submitting a draft concept note to the relevant division in ASEC for initial feedback.
- Consultations with the relevant ASEAN Sectoral Bodies
- Submitting a final concept note to the lead ASEAN Sectoral Body for formal endorsement.



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- Reporting progress with implementation to the UK-ASEAN 'Project Steering Committee' on an annual basis.

### Deliverable B: project implementation

- 4.17 The service provider will be responsible for deploying and managing subject-matter experts to deliver the agreed projects. Projects can start once they have been agreed by the relevant ASEAN sectoral body and the FCDO (see section 15 for FCDO approval process).
- 4.18 The exact deliverables will depend on the outcome of the design and planning work (category A). The SP will be responsible for ensuring it has timely access to the expertise required to deliver the agreed projects.
- 4.19 The types of **outputs** envisaged under OTp projects for the purposes of achieving the programme objectives are:
- Capacity building of government institutions and businesses (particularly MSMEs)
  - Technical assistance to government institutions to reform laws, regulations and standards
  - Facilitating knowledge transfer partnership between government institutions and businesses
  - Developing policy recommendations for government institutions
  - Developing guidance for businesses and consumers
  - Collecting and transferring technical data to government institutions and business
  - Building or supporting the implementation of new IT systems for government institutions
- 4.20 We anticipate that outputs in FY 2025/26 will include some scoping activities, such as feasibility studies, consultation workshops and gap analysis.
- 4.21 The activities required to produce programme outputs are split into two categories.
- a) Expert Advisory Services
  - b) Management services
- 4.22 Expert Advisory Services can include but are not limited to:
- facilitating events and training
  - conducting research
  - embedding experts within government institutions
  - drafting of policy papers and regulations
  - creating information products
  - building networks / forums for information exchange
  - leading or supporting projects for government institutions
  - collaboration with UK public sector institutions, including HMRC, DSIT, ICO and DBT.
- 4.23 Management services will include:
- sourcing and deploying the subject matter experts to deliver the Expert Advisory Services
  - monitoring and managing the quality and timeliness of the Expert Advisory Services in line with agreed task orders, taking responsibility for project success and supporting achievement of programme outcomes.
  - logistical support for delivery of Expert Advisory Services (e.g., travel booking if needed)



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- managing consortium arrangements and subcontracting
- progress reporting to the FCDO and collection of data for MEL purposes
- producing pre- and post-activity communications for public use and / or use with senior ASEAN officials.
- financial record keeping and reporting to FCDO.
- responsibility for risk, duty of care and behaviour standards of the subject matter experts

4.24 The SP is encouraged to offer innovative suggestions for programme activity that achieves coherence between each output and offers the best prospects for delivering the outcomes and wider objectives of the programme.

### Deliverable C: Monitoring, Evaluation and Learning (MEL)

- 4.25 The Theory of Change (ToC) framework sets out the rationale and direction of the OTp (appendix A). The SP, with guidance from FCDO, will ensure the strong alignment of the ToC through good MEL practices and regular reporting to the FCDO. The role of the SP is to:
- Develop a result framework with the FCDO during the inception phase with indicators tracking delivery of outputs, outcomes and impact.
  - Update the results framework throughout delivery to reflect the projects being taken forward and report indicators to FCDO quarterly.
  - Continuously evaluate whether the OTp is achieving the objectives set out in the ToC and results framework and support the external mid-point and programme completion reviews.
  - Embed learning from monitoring and evaluation into delivery.
- 4.26 The results framework will be the tool to monitor the achievements of the programme over its period of implementation, comprising of a set of indicators describing 'what success looks like', covering the major aims and activities of the OTp. It is derived from the ToC, which the FCDO and the SP will refine during the implementation period. Building on the ToC, the SP will lead on developing an effective and efficient results framework that develops appropriate and valid indicators or measures for all levels of results (output, outcome, and impact). The SP will present the FCDO with a results framework for approval during the inception period – see appendix A for an indicative draft results framework.
- 4.27 Indicators should allow FCDO to measure not just the volume of output level products and services delivered each year but also their effectiveness or how well they are facilitating the realisation of or progress towards outcome and impact level change. The result framework should include indicators that help measure gender and social inclusion benefits. The SP will provide the FCDO clear data collection methodologies or approaches for all indicators. The SP will be responsible for implementing the results framework, collecting and providing FCDO quality and reliable data for all included indicators.
- 4.28 FCDO has established evaluation mechanisms, which will include FCDO annual review reports, independent evaluations at the contract mid-point and during the closure phase, and an FCDO programme closure review. The FCDO expects the SP to contribute to related activities by ensuring access to information and delivery personnel involved in the implementation.



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### Summary of deliverable

*Table 3: Programme steps and SP role*

Programme steps	Service provider role
1. Identify up to three initiatives to target	Design and planning
2. Design projects to support chosen initiatives	
3. Expert support to AMS and ASEAN bodies	Deploy and manage experts
4. AMS progress with implementation	Monitoring, evaluation and learning
5. Progress towards reducing trade barriers	

## 5. Defining success

- 5.1 The FCDO will consider the OTp a success if it:
- Supports implementation of policies that reduce barriers to trade for the AEC, demonstrating progress against the agreed outcome level indicators in the results framework by the end of the programme timeframe<sup>9</sup>
  - receives positive feedback from AMS and ASEAN who recognise these projects as part of the ASEAN-UK Plan of Action.
  - delivers VfM for the UK taxpayer.
  - harnesses the expertise of a specialist service provider, supplemented by experts in the UK public sector.
  - is delivered within the allocated budget, time and management resource constraints.

## 6. Programme Context

- 6.1 This requirement is one of three pillars of the £25m FCDO ASEAN Economic Integration Programme, which is part of a portfolio of five UK development programmes that support the ASEAN-UK Plan of Action.
- 6.2 The two other pillars are Regulatory Reform and Financial Services. The intended impact of these two pillars are:
- Regulatory reform: Improved regulatory and standards system in ASEAN Member States that are less bureaucratic; provide a more stable environment for business investment; and better protect workers and consumers, particularly for Micro, Small and Medium-sized enterprise (MSMEs) and digital reforms.
  - Financial services: greater financial resilience and economic opportunities for individuals and businesses in AMS through wider availability of useful and affordable financial services, particularly for MSMEs and women.

<sup>9</sup> In its Annual Review process, throughout the programme's implementation, FCDO will use Outcome Confidence Scoring approach to assess how confident we are that OTp will successfully deliver its outcomes.



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- 6.3 The operation of pillars will be largely independent and managed through separate agreements, with a lead delivery partner for each pillar. The SP will be required to work with FCDO and the SP for the other pillars to ensure that there are mechanisms for coordination and synergies between delivery partners. The SP for the OTp will be required to share programme learning with the other delivery partners and should look for opportunities for collaboration. FCDO will organise regular coordination events involving all SPs to share learning and lessons and ensure all pillars are converging toward the programme's outcome level ambition.
- 6.4 [The ASEAN-UK Plan of Action \(PoA\)](#) guides the implementation of the goals and objectives of the ASEAN-United Kingdom (UK) Dialogue Partnership. The OTp should deliver outputs that align with relevant sections of the PoA, in particular:
- 2.1.2. Continue cooperation to enhance regional development and prosperity by promoting an open, free, inclusive, non-discriminatory, rules-based, transparent, predictable, and stable multilateral trading system that operates in line with WTO rules and agreements.
  - 2.1.9. Enhance technical assistance to the Customs Working Groups including through trainings and/or workshops to strengthen the capacity of customs officers.
  - 2.1.10. Promote ASEAN-UK cooperation in standardisation to facilitate the trade and investment between ASEAN Member States and the UK.
  - 2.2.2. Continue strengthening cooperation in areas of mutual interest at the regional and multilateral levels to create more trade and investment opportunities.
  - 2.2.3. Explore opportunities to build on two-way trade and economic engagement, and in line with COP26 commitments, facilitate trade that promotes sustainable and inclusive development and a just transition, including by enhancing private sector engagement between ASEAN Member States and the UK and setting up appropriate frameworks for mutual prosperity through a deeper trade and investment relationship, including by promoting regular exchange of information between relevant institutions.
  - 2.2.4. Jointly work to maintain and strengthen trade links through the opening of our markets and facilitating the smooth flow of goods and services, including through the removal of unnecessary trade barriers that are inconsistent with World Trade Organization (WTO) rules.
  - 2.2.6. Strengthen the role of public-private sector partnership to encourage the increase exports of goods and services as well as promote trade and investment between ASEAN and the UK which includes supporting collaboration, for example between the UK-ASEAN Business Council and the ASEAN Business Advisory Council and active participation in the Joint Business Council, in the priority areas specified in the ASEAN-UK Joint Ministerial Declaration on Future Economic Cooperation including supply chains, digital innovation, sustainable growth, infrastructure development and MSME development.
  - 2.2.7. Cooperate to better understand and strengthen the resilience, sustainability and diversification of supply chains between our respective economies.
  - 2.5.1. Support ASEAN in the acceleration of ASEAN's digital transformation agenda as espoused in the ASEAN Leaders' Statement on Advancing Digital Transformation in ASEAN, and the Bandar Seri Begawan Roadmap: An ASEAN Digital Transformation Agenda to Accelerate ASEAN's Economic Recovery and Digital Economy Integration (BSBR).
  - 2.5.3. Promote sustainable and inclusive economic growth and prosperity through increasing digital trade, entrepreneurship, preparing MSMEs for digital transformation,



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promoting interoperability and security across digital services in ASEAN and developing a digital- ready workforce equipped for the Fourth Industrial Revolution.

- 2.5.4. Enhance cooperation on digital integration, including e-commerce and digital trade, in support of the implementation of the ASEAN Agreement on Electronic Commerce, the ASEAN Digital Integration Framework Action Plan (DIFAP) 2019-2025, ASEAN Digital Masterplan 2025 (ADMM2025), and the Bandar Seri Begawan Roadmap: ASEAN Digital Transformation Agenda to Accelerate ASEAN's Economic Recovery and Digital Economy Integration (BSBR).
- 2.5.5. Explore the exchange of best practices and possible discussion about the possibility of interoperability of the ASEAN Single Window (ASW) with UK's National Single Window, which will reduce trade transactions costs by enabling the exchange of digital trade documents.

### 7. Timing & Budget

- 7.1 The budget for this contract is up to £8 million. The contract will run up to 45 months, with an optional extension period of up to 18 months in duration and up to £4m in value (see Key Contract Information).
- 7.2 The contract will be delivered in three phases
- Inception Phase – three months from signing contract
  - Implementation Phase – after first three months of contract until three months before end of contract
  - Closure phase – final three months of contract
- 7.3 The indicative split of funding by financial year is set out in the table below. The FCDO will confirm the budget ceiling in advance of each financial year.

2025/2026	2026/27	2027/28	2028/29	2029/30
£2,100,000	£2,200,000	£2,300,000	£1,200,000	£200,000

### 8. Methodology / Governance

#### Roles & Responsibilities

#### 8.1 Summary

	<b>Role in delivery</b>
<b>FCDO programme leadership team</b>	Holds accountability in the FCDO for programme spend and sets strategic direction
<b>FCDO programme management team</b>	Overall responsibility for ensuring that the programme delivers the agreed outputs and outcomes, support by FCDO bilateral Posts Responsible for the day-to-day contract management.
<b>Service provider management team</b>	Responsible for ensuring the SP delivers the OTp, as set out in these Terms of Reference
<b>Service provider subject matter experts</b>	Responsible for providing expert support to AMS and ASEC



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### UK public sector experts

May provide complementary expert advice to AMS and ASEC where possible

- 8.2 The FCDO programme leadership team (FCDO PLT) consists of the Development Director at the UK Mission to ASEAN (UKMis ASEAN), the Director, Economics and Trade Policy based at the British High Commission Singapore (programme Senior Responsible Owner), and the Head of Development at UKMis ASEAN. Together they have accountability to the FCDO for programme spend and are responsible for strategic direction. The FCDO programme management team (PMT) and SP management team (SPMT) both ultimately report to the FCDO PLT.
- 8.3 The FCDO programme management team (PMT) consists of 3 programme specialists based in UKMis ASEAN. The team is led by a Programme Responsible Owner (PRO), which is the individual with overall responsibility for ensuring that the programme delivers the agreed outputs and outcomes, ensuring compliance with the FCDO Programme Operating Framework Rules, and providing direction to the FCDO PMT programme team and the implementers.
- 8.4 The FCDO PMT are responsible for the day-to-day delivery and oversight of the overall programme. They will work closely with the SP throughout. The precise details of the working arrangements between the FCDO PMT and the SP will be agreed during the inception phase. As a minimum, the FCDO PMT will:
- Be the main FCDO point of contact for the SP
  - Manage the contract on behalf of the FCDO
  - Tracking day-to-day delivery of programme outcomes within agreed time, cost and quality constraints
  - Monitor and assess the performance of the Service Provider Management Team (SPMT) at managing the overall OTp
  - Facilitate payments due to the SP
  - Connect the SP to information and contacts on related projects supported by the UK Government to enable links and synergies, including the other pillars of the EIP
  - Be the first point of contact for ASEC and AMS Governments for enquires related to the programme
  - Champion poverty reduction, gender and social inclusion requirements
  - Ensure VfM (economy, efficiency, effectiveness, and equity)
- 8.5 A network of economic policy and programme managers will support the FCDO PMT across UK Posts in AMS, who will advise on the in-country implementation.
- 8.6 The Service Provider Management Team (SPMT) must consist of at least one full time staff member who leads on day-to-day delivery of the team's responsibilities and an individual with senior authority to make strategic delivery decisions on behalf of the SP. The SP should seek to demonstrate VfM in the proposed structure and workings of the SPMT. The FCDO recommends that the management team includes expertise in change management (see Flexibility section) and at least one person based in an AMS.
- 8.7 The SPMT will be responsible for ensuring the SP delivers the OTp, as in these Terms of Reference, under the oversight of the FCDO PMT. This will involve direct delivery for Deliverable A (design), 'management services' within Deliverable B (project implementation), and Deliverable C (MEL).



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- 8.8 The SPMT will provide appropriately skilled personnel and systems to ensure effective day-to-day management of the programme, including:
- Developing the overall delivery strategy and managing of the OTp in line with the ToR
  - Regular reporting (as outlined in Reporting section), to the FCDO PMT and, when requested, to the FCDO PLT
  - Developing and managing the overall delivery plan to ensure successful delivery
  - Delivering the MEL requirements (Deliverable C)
  - Proactive stakeholder engagement and management to ensure outputs are demand-led and lead to intended outcomes, including leading consultations with ASEC and AMS
  - Ensuring appropriate communications and knowledge management both internally within the project and with external stakeholders
  - All activities under 'management services' outlined in Deliverable B (section 4)
  - Managing the flexibility of OTp as outlined in the Flexibility section
- 8.9 The SPMT will have overall management responsibility for the SP supply chain, such as consultants or subcontractors that may be required for the delivery. The SP will need to demonstrate that institutional subcontracting mechanisms are in place for any separate organisations or individuals identified in bids, including plans for how separate organisations will work together to deliver the OTp. The SPM will be responsible for procurement where additional sub-contracting becomes necessary as part of the delivery of the project.
- 8.10 The Service Provider subject matter experts (SPEX) will be provided by the SPMT and assigned to approved projects. The SPMT will maintain a list of SPEX it can draw on, which should be approved by the FCDO PMT. The majority of SPEX should be identified at the time of bidding, but can be amended during delivery if required to ensure it reflects the expertise and the skills required to deliver the pipeline of projects. SPEX can include persons or organisations who can provide or develop relevant products, such as training programmes, communities of practice or IT solutions.
- 8.11 The SPEX will need to be able to provide appropriate expert technical support to ASEC and AMS. This will require the ability to tailor outputs to individual AMS and work with UK Posts to ensure projects are sensitive to political and economic context. The SPMT can draw on SPEX in project design if agreed by an FCDO through a task order (see Payment Structure section)
- 8.12 UK public sector experts may also provide policy support to the EIP, either by giving direct expert advice to AMS or ASEC on trade policy or advising the FCDO PMT. The FCDO PMT will manage the relationship between the EIP and UK public sector experts and inform the SPMT of any relevant activity undertaken. The SPMT will facilitate links and synergies between programme activity delivered by the SPEX and expert advice delivered by the UK public sector experts in areas relevant to the OTp. The SPMT will achieve this by consulting the UK public sector experts, via the FCDO PMT, to inform the Design and Planning deliverable (A).
- 8.13 UK-ASEAN programme governance will centre on a 'Project Steering Committee' (PSC), which will consist of representatives from the UK Mission to ASEAN, ASEC and the SP. The SP will support the FCDO to present the project pipeline and delivery plan for the OTp to the



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PSC for ASEAN endorsement. The SP, supported by the FCDO, will need to consult the relevant ASEAN Sectoral Bodies / Committees before projects can be approved by the PSC. The SP will support the FCDO to write project proposals to seek endorsement from Sectoral Bodies / Committees, as part of the design and planning deliverables.

### Flexibility

- 8.14 The programme will need to be managed in a flexible and adaptive manner. The SP will need to demonstrate their expertise in iterative and adaptive approaches to programme management and outline how programme could be delivered employing such approaches.
- 8.15 The Theory of Change (ToC) will guide overall direction and implementation will be guided by it. The SP will refine the ToC during the inception phase, with a focus on defining specific outcomes guided by the chosen ASEAN initiatives. Where possible, FCDO and the SP will agree specific intended outputs during the inception phase. However, the programme will need to retain flexibility during delivery and outputs will be co-developed continuously with ASEC, UK Posts, and relevant HMG bodies. It is expected that there will be a review of priorities annually to inform the implementation for the next financial year/s.
- 8.16 The SP will be required to undertake engagement with ASEAN and AMS to ensure outputs are tailored to the needs to the recipients. Engagement by the SP with AMS governments and other donors will need to be closely coordinated with FCDO, including with the British Embassies and High Commissions in all ASEAN Member States.
- 8.17 The SP should build flexibility into its bid. Long-term staff in the management team should have expertise in change management to ensure that the OTp runs smoothly whilst being implemented adaptively. They will have responsibility of managing the flexibility of the programme and coordinating the delivery plans with FCDO.

### **Key Contract Management Information**

## **9. Contract Management Reporting & Validation**

### Reporting Requirements

- 9.1 The SP will be responsible for reporting progress and finances to FCDO. This includes but is not limited to:
  - (1) Fortnightly one-hour meetings with FCDO throughout inception, implementation, and closure phases (Jakarta working hours, hybrid or online). The SP will provide the meeting readouts within three business days after the meeting, consisting of short record of discussion and action tracker.
  - (2) Inception Report submitted three weeks before the end of the inception phase. The inception report will provide details on achievement of the inception phase deliverables. FCDO will conduct an inception review at the end of the inception period, which look at the draft results framework, delivery strategy, pipeline of projects, SPMT ways of working and delivery plans. If FCDO deems that sufficient progress has not been made, or that the SP's performance at inception phase has not been satisfactory, FCDO may exercise its rights to terminate the contract.



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- (3) Task Order Completion Reports, submitted upon satisfactory completion of projects as detailed in task orders. FCDO and SP shall agree on a template that will include:
  - a. narrative summary, including how the project has contributed to the results framework.
  - b. evidence/ copies of deliverables
  - c. time and expenses sheets associated with the completion of the project
  - d. a summary of how the project has contributed to the results framework.
- (4) Quarterly reports, submitted within two weeks after the quarterly reporting period. It will include updates on<sup>10</sup>
  - a. progress against delivery plan and milestones
  - b. key performance indicators
  - c. narrative summary of achievements
  - d. results framework reporting at output and outcome level, including narrative assessments and updates on the statistics.
  - e. narrative assessment against cross-cutting themes – digitalisation, gender, and social inclusion
  - f. risk register, including risk assessments and mitigations.
  - g. VfM indicators
  - h. financial report monitoring quarterly spend and forecasts, including regional and country-level finance updates,
  - i. update on staffing and assets
- (5) Annual reports, submitted within two months after the annual reporting period. It will include updates on:
  - a. progress against delivery plan
  - b. progress against previous annual review recommendations
  - c. results framework reporting at an output and outcome level, including narrative assessment and updates on statistics.
  - d. narrative assessment against cross-cutting themes – digitalisation, gender, and social inclusion
  - e. strategic and tactical recommendations for delivery approach in subsequent years
  - f. risk register, including risk assessments and mitigations.
  - g. issues, lessons learnt and recommendations.
  - h. results against VfM indicators
  - i. financial report monitoring annual spend and forecast, including regional and country-level finance updates.
  - j. update on staffing and assets
  - k. independent audit report

<sup>10</sup> The 4<sup>th</sup> quarterly report in the year can be a shorter version pending more detail in the annual report, if agreed in advance with the FCDO. A minimum, the 4<sup>th</sup> quarterly report must include the evidence required to justify quarterly payments (points a, b, c, f, g, h and any information deemed necessary by the FCDO to process payments).



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- (6) Programme Completion Report (PCR), submitted within the first month of the closure phase. This will be the final deliverable submitted by the SP. The PCR will cover the following:
- a. progress against the multi-year delivery plan
  - b. progress against previous annual review recommendations
  - c. results framework reporting and analysis at an output, outcome, and impact level
  - d. narrative assessment against cross-cutting themes – digitalisation, gender, and social inclusion
  - e. results against VfM indicators
  - f. financial reporting on the multi-year programme spend, including regional and country-level finance updates.
  - g. updated on staffing and assets, including final asset register and disposal in line with contract Terms and Conditions
  - h. lessons learnt and recommendations for future programme.
  - i. final communications product that highlights achievements of OTp
  - j. independent audit report

### Financial management and reporting

- 9.2 The SP will provide excellent financial management in accordance with FCDO financial policies, the Terms and Conditions of this Contract and agreed timescales. This will include accurate budgeting and cash flow forecasting; management of bank accounts and petty cash; preparation of funding agreements for individual assignments; management of payments to subcontractors; management of any relevant procurement activities; accounting and financial reporting (including annual external audits of programme finances); providing safe and secure financial systems; and taking all reasonable steps to:
- avoid financial losses and control fraud – including aid diversion through compliance with the UK Terrorism Act
  - comply with operating policies and procedures.
  - ensure full transparency and accountability, including IATI compliance.
  - maintain and protect key financial records and data.
  - safeguard confidential information
  - avoid damage to the public reputation of the FCDO, in particular the High Commissions and Embassies in Southeast Asia

### Value for money

- 9.3 Value for Money (VfM) in FCDO is about maximising the impact of every pound spent to improve poor peoples' lives. This means more than just the benefits of our work outweighing the costs. It means that in everything we do we try to maximise impact given the financial, political and human resources we have available.
- 9.4 At the programme level, this requires us to think about whether we are getting the most value out of our activities with the best use of resources. This influences how we procure our inputs (economy), how we use inputs to deliver activities (efficiency) and, most importantly, what overall value we are generating for the intended beneficiaries and at what cost (cost effectiveness). We shall continuously challenge ourselves to see if we can do the same for less, if we can deliver activities in more efficient ways that drive better value and if these are the best activities to achieve the right benefits, for the right people in the right ways.



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- 9.5 Therefore, we expect suppliers in their bids to outline a VfM Framework (see appendix B). The framework shall set out how they shall demonstrate VfM of the bid and how VfM shall be evidenced and analysed during programme implementation. The framework shall make reference to key indicators for VfM analysis over the life of the programme, the programme results, and potential measurement approaches. This information shall provide reassurance that VfM shall be central to programme and commercial considerations. Final agreement on the VfM approach and framework shall be agreed during the inception phase.

### 10. Key Performance Indicators (KPIs)

- 10.1 SP will be responsible for meeting and reporting against programme KPIs. These will track the SP's contribution to the success of the programme in meeting its intended objectives and defines the level and quality of service the SP provides to the FCDO through this contract. KPIs will be linked to payment structure (see section 12 below).
- 10.2 The FCDO expects to track six KPIs during this contract. The exact KPIs and calculation methodologies will be finalised and agreed between the SP and FCDO during the inception period, based on the table below and the proposal the SP submits in its bid. The KPIs will follow this structure:

KPI	Description	Potential methodology
Achieving and tracking outcomes	<p>A measure of the contribution of the OTp towards outcomes and the effectiveness of MEL approach (can the programme show it contributed to AMS adopting and implementing policies and reforms?)</p> <p>This KPI will set a target that a least 50% of OTp projects can demonstrate 'measurable progress' towards policy adoption and implementation in AMS. Reporting against this KPI will begin after year 2.</p> <p>The FCDO recognises that achievement of outcomes is not within the direct control of the SP and the KPI is not intended to penalise the SP if individual outputs do not lead to intended outcomes due to external factors. Instead, the FCDO intends that the KPI tracks whether the SP is able to demonstrate measurable progress against intended outcomes across the outputs they implemented under OTp by the end of the contract.</p>	<p>KPI will be based on the outcome-level indicators developed for the results framework during the inception phase (see appendix A).</p> <p>At the start of each task order within OTp, the SP will define indicators of 'measurable progress', using a simple model of the policy making process (formulation, adoption, and implementation). MEL reports will then track whether measurable progress has been achieved for each project.</p>



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Effective outputs	A measure of whether outputs are useful to the recipients, in that they offer clear and evidence-based recommendations / guidance tailored to the countries in scope. Reporting against this KPI will begin after year 1.	KPI will be based on the output indicators developed for the results framework during the inception phase (see appendix A).  Recipients of each project will be asked to confirm that outputs were delivered to sufficient quality and how they intend to use them.  Annual reports will test whether outputs have been used as intended 6 months after delivery.
Timely delivery and reporting	A measure of whether milestones are delivered within pre-agreed deadlines	KPI will be based on the number of milestones delivered on time each quarter.  The FCDO expects all milestones to be delivered by agreed deadlines – see section 12 for details of formal milestones.
Financial management	A measure of accuracy of financial reports	Based on the variance of outturn compared to budget at each quarterly financial report The FCDO expects quarterly outturn to be within +/- 5% of quarterly budget estimates.
Staff availability	A measure of timely deployment of staff identified in bid and task orders and prompt replacement, if required for performance or availability reasons	KPI will be based on timeliness of reporting and replacement of staff.  The FCDO expects no unexplained gaps in SP capacity or capability in terms of original offer and the continued forecast, and no explained gaps that are longer than one month (e.g., staff are replaced within a month if required).



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Client relationship	A measure of quality of engagement with FCDO and AMS stakeholders	<p>KPI will be based on responsiveness to recipients and the FCDO.</p> <p>The FCDO expects the SP to acknowledge requests from the FCDO and AMS stakeholders within 3 days of receipt and for the SP to meet the commitments it agrees with those stakeholders on time.</p>
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### 11. Performance Requirements & Deliverables

- 11.1 The FCDO will assess the performance of SP based on the information provided through the reporting mechanisms outlined above. In particular, the FCDO will assess performance against KPIs set out in section 10 and the completion of the milestones set out below. A milestone is complete once the FCDO PMT informs the SP that they have accepted the quality and timeliness of the outputs associated with the milestone.

#### Inception

Milestone	Date from contract signing
Present project proposals for FY2025/26 to FCDO	+ 2 months
Present result framework to the FCDO	+ 2 months
Agree list of projects for FY2025/26 and pipeline of potential projects with FCDO and ASEC.	+ 3 months
Present costed delivery plan for projects in FY2025/26	+ 3 months
Inception report (culmination of the above milestones/ see section 9.1 for reporting requirements)	+ 3 months

#### Implementation

Milestone	Indicative timelines*
Quarterly reports	Quarterly
Annual reports	Annually May 2026 May 2027 May 2029
Refresh pipeline of potential projects and results framework for FY 2025/26 and FY2026/27	January 2026 June 2026
Agree list of projects for FY2026/27	February 2026
Present costed delivery plan for projects in FY2026/27	February 2026
Refresh pipeline of potential projects and results framework 2027/28	January 2027 June 2027
Agree list of projects for FY2027/28	February 2027
Present costed delivery plan for projects in FY2027/28	February 2027



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Refresh pipeline of potential projects and results framework year FY2028/29	January 2028 June 2028
Agree list of projects for FY2028/29	February 2028
Present costed delivery plan for projects in FY2028/29	February 2028

\* *Exact timescales agreed during inception*

### Closure

Programme Completion Report	March 2029
Delivery of close-out session – achievements and lessons learnt	March 2029

- 11.2 The SPEx, supported by the SPMT, will be required to deliver the outputs agreed with the FCDO. Tasks orders will define the specific deliverables. Each task order will become a milestone for the SPMT (for large projects, the FCDO and SP may agree to split task orders into multiple milestones).

## 12. Payment Structure

- 12.1 Payments will be linked to both SP performance and input costs. The FCDO and the SP will agree a detailed payment structure based on the model set out below during the inception phase. The structure should incentivise the achievement of results and ensure VfM. All payments are subject to FCDO financial policies, including accruals incurred within a financial year.

- 12.2 Payments will be split into three categories:

Payment category	Payment methodology
Service Provider Management Team (SPMT)	Quarterly payments, made when all milestones completed for each quarter
Performance linked	KPI-based payment, 10% of SPMT payments at risk (fees and expenses).
Expert Advisory Services	Task orders for each project, with individual payment structures (either fixed price milestones or fee for service)

- 12.3 The FCDO will make the SPMT payments quarterly if the FCDO PMT judges that the SP has met the agreed milestones for that quarter (as set out in Section 11). The FCDO will withhold SPMT payments until the SPMT has met all milestones for that quarter. 10% of the value of these payments will be at risk depending on performance against KPIs (see 12.4). The SP must inform the FCDO before the start of a quarter if it expects a milestone will be delayed. The FCDO will consider SP request to change milestone deadlines (after they have been agreed during the inception phase) if there is a compelling operational or strategic reason to do so.
- 12.4 The FCDO will make performance-linked payment quarterly based on the SP performance against target KPIs. The SP will have to adjust invoices for SPMT payments downwards if KPI targets are not met. The FCDO and SP will agree the exact KPI methodology during inception. The methodology will put 10% of total SPMT payments at risk and structure payments against KPIs so that each KPI receives equal weighting by the end of the programme (i.e. each KPI



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accounts for one sixth of SPMT payments at risk = 1.7% of total SPMT payments). See Appendix E for an indicative example of KPI methodology and weightings.

- 12.5 The payment structure for Expert Advisory Services will be set out in task orders (see section 15) for each agreed project. The price of each task order will be calculated using a set methodology submitted the SP in their bids, based on input costs and day rates agreed with FCDO (in line with fee rate card outlined in Cost Proforma template) and the agreed VfM Framework (see 9.3-9.5). Management services by the SMT to run the projects should not be included in the price of the task orders (these should be covered within the SPMT costs). Tasks orders will set out fixed price milestones or a fee for services (monthly fee for meeting a service level agreement). Expert Advisory Services can be used to inform project design if agreed within a separate design task order.

### 13. Scale up/Extension options.

- 13.1 FCDO may scale up and/or extend the programme duration where the programme is performing well and more time / funds are likely to yield improved VfM and economies of scale. The FCDO will consider the option of a time and / or value increase on an ongoing basis.
- 13.2 There will be an option for an extension period of up to 18 months, based on need, securing FCDO budget and business case addendum approvals and SP proposal approved by the FCDO. The FCDO and the SP can agree to extend the programme at any time during the contact.
- 13.3 There will be an option to increase the value of the contract by up to £4,000,000, if agreed by the FCDO and the SP. This will be subject to need and the FCDO approval processes outlined in 13.1.

### 14. Variation of Permitted Funding Allocation

- 14.1 The SP and the FCDO will agree funding allocations for each payment category (see section 12) during the inception phase, profiled for each financial year covered by the contract. The SP and FCDO will agree funding allocations for individual projects in advance of each financial year.
- 14.2 The SP must not adjust these funding allocations unless agreed or directed by the FCDO PLT. The SP may be required to adjust funding allocations should ongoing impact or risk assessments carried out by the FCDO conclude that recalibration is necessary in order to achieve the best outcomes. The SP will provide recommendations to the FCDO during quarterly reports.

### 15. Task orders

- 15.1 Once the FCDO and ASEAN have agreed to take forward a project in principle (see section 4), the SP will need approval from FCDO on a task order for each project. The approval process for task orders will be as follows:
- (i) FCDO will authorise work on each project based on a task order form provided by the FCDO PMT. The form will cover planned expenditure, timing of payments, credentials



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of subject matter experts, deliverables, recipients, a MEL plan, and justification based on an assessment against the VfM Framework (see 9.3-9.5).

- (ii) The SP will send each task order form to FCDO through email. FCDO will review and approve each project based on the tasking order form.
- (iii) FCDO will provide reasonable latitude to the SP in implementing agreed tasks to enable the SP to act without needing continual FCDO approval. However, no work will start without approval of a tasking order form.

15.2 The SP will calculate the cost of each task order on a time and materials basis, using the methodology for rate cards proposed by the SP in their bid. The task order will then set out the payment structure, either fixed-price milestones or fee-for-service.

15.3 The SP may propose task order for project design work, to facilitate subject matter expert involvement in project design. The FCDO expects projects to be informed by consultation with subject matter experts and will consider design task order proposals on a case-by-case basis.

15.4 The payment structure for task orders should only commit funding when activity has been delivered and allow for termination at no added cost. The SP should ensure that the allocation of funding between tasks orders is done in a way that ensures VfM.

### 16. Contractual Review Points

16.1 The contract will be subject to break points at the end of the inception period and 31<sup>st</sup> March 2026. Progression of this programme beyond 31<sup>st</sup> of March 2026 will be subject to the result of the Spending Review by the UK government. The supplier must not commit spend beyond this point. To invoke a break point, FCDO will give notice in line with FCDO Terms & Conditions providing at least 30 working days' notice prior to the 31<sup>st</sup> of March 2026. There will be a further review point at Mid-term review and in line with all future Spending Reviews by the UK government, which may affect the future funding available for this programme. The date of these break points will be defined following the actual date of the Spending Review and based on its outcomes.

During these review points, FCDO may conduct independent evaluation exercises to assess the overall performance of the programme.

FCDO reserves the right to terminate the contract at any time if programme performance is not satisfactory.

### 17. UK International Development Branding

17.1 SP must refer to the FCDO branding guidelines on their development of communication and publicity materials. The SP should acknowledge that the programme is funded by UK taxpayers. No publicity is to be given to this contract without the prior written consent of FCDO. Any press releases made in relation to this programme should be arranged in collaboration with FCDO.

### 18. Digital

18.1 FCDO expects all partners and suppliers who manage aid programmes with a digital element to adhere to the global Principles for Digital Development. If any proposal contains a digital element this must be costed separately within the proformas and will be subject to approval



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by FCDO's digital service team. Suppliers are advised to take account of FCDO's "Guidance on digital spend advice and controls for partners and suppliers" If your project or programme has a digital element (either directly created by FCDO or by a partner using FCDO funding), you must get this reviewed and approved at the earliest possible stage in the process (normally prior to going out to tender) by FCDO's Digital Service Team. <https://www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-fo-dfid-partners-and-suppliers>

### 19. Exit & Closure Requirements

- 19.1 The SP should aim for delivery of full and final results by the end of the implementation phase. The SP should be prepared to retain flexibility for scale up and extension scenarios. A formal, high-quality final report will be required, as per the Reporting Requirements and a comprehensive communications product that will highlight the multi-year achievements of the programme. The SP must also provide the FCDO with access to information required to complete its internal programme completion review.
- 19.2 The SP will be responsible for delivery of the closure phase. The FCDO will support by promoting or hosting events that support the positive legacy, leveraging and lessons sharing component of this phase. The SP must ensure that plans to ensure sustainability of outcomes and outcomes are in place before the end of the closure phase.

### Compliance

### 20. GDPR – (General Data Protection Regulations)

- 20.1 Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix D and the standard clause 33 in Section 2 of the Contract.

### 21. Duty of Care to Suppliers

- 21.1 The SP is responsible for the safety and wellbeing of their personnel and third parties affected by their activities under this Contract, including appropriate security arrangements.
- 21.2 The FCDO will share available information with the SP on security status and developments in-country where appropriate. The FCDO will offer all SP personnel a security briefing by the British Embassy/Department on arrival. All such personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
- 21.3 This Procurement will require the SP to operate in a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes (including: <http://geology.about.com/library/bl/maps/blworldindex.htm>). The SP should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted by the FCDO).
- 21.4 The SP is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, taking into account the environment they will be working in



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and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments). While a UK government approved hostile environment training course training is not a requirement for this contract (e.g., Security Awareness in Fragile Environment training course) the SP must ensure their personnel receive an appropriate level of training prior to deployment.

21.5 Tenderers must develop their Selection Questionnaire and Tender Response on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix (see appendix F). They must confirm that:

- They fully accept responsibility for security and duty of care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have capability to manage their Duty of Care responsibilities throughout the life of the Contract.

21.6 Acceptance of responsibility must be supported with evidence of capability and FCDO reserves the right to clarify any aspect of this evidence.

21.7 Travel advice is available on the foreign-travel-advice website and the Supplier must ensure they and their personnel are up to date with the latest position.

## 22. Safeguarding

22.1 All organisations that work with or come into contact with children, women and other vulnerable groups should have safeguarding policies and procedures to ensure that every person, regardless of their age, gender, religion or ethnicity, can be protected from harm through involvement, directly or indirectly, with FCDO programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

22.2 The SP must demonstrate a sound understanding of the ethics of working in this area and must apply these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the SP should recognise and mitigate the risk of negative consequences for women, children, and other vulnerable groups.

22.3 The SP should include a statement that they have duty of care to other programme stakeholders, and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including the immediate reporting to FCDO and addressing of incidents, should be summarised in both regular and annual reporting to FCDO.

## 23. Disability

23.1 For FCDO disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. Civil Society and Private Sector partners should outline their approach to disability inclusion and how people with disabilities will be consulted and engaged throughout the project.

## 24. Transparency



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- 24.1 FCDO requires suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners. It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this – further IATI information at <http://www.aidtransparency.net/>

### 25. Procurement of Goods and Equipment

- 25.1 Where procurement is undertaken as part of programme activities, this must be done using robust systems which ensure best VfM for the programme. The SP must ensure that programme assets are accurately tracked, reach their intended beneficiary, and are used for their intended purpose. Any goods and equipment procurement must be carried out in accordance with FCDOs standard T&Cs.

### 26. Delivery Chain mapping

- 26.1 Delivery Chain Mapping is a process that identifies and captures, usually in visual form, the name of all suppliers involved in delivering a specific good, service or charge, ideally down to the end beneficiary. As part of the contractual compliance checking process, the SP is required to submit returns providing these details on the levels of work to sub-contracted organisations, as a minimum on an annual basis.

### 27. Modern Slavery

- 27.1 FCDO is taking action against modern slavery through current programming, and we are working to expand our reach and scale-up successful country office and centrally managed programmes. A large number of our programmes operating through country offices look at addressing the underlying vulnerabilities of people at risk of modern slavery, with a particular focus on those within indirect supply chains.
- Strengthening evidence base of effects of laws, policies, practices on workers in high-risk industries including migrant garment and domestic workers
  - Advocacy and common understanding of corrective legal, policy and procedural measures
  - Information campaigns among employers
  - Training and awareness programmes for direct employees and supply chain employees
  - Organising workers to protect themselves and access services.
  - Sensitising labour recruiters on accountability for fair recruitment



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### Appendix A: Theory of Change (ToC) and draft results framework

#### FCDO definitions

A programme ToC clearly describes the changes the programme wants to realise or achieve at impact and outcome levels and identify the outputs or output level changes the SP must deliver to achieve the defined outcome and impact.

- ❖ **Programme Impact:** Impact is long-term, widespread change that a programme aims to indirectly contribute to. Programmes claim *little*, or sometimes, *no attribution* to this. Implementing partners *do not have control* over it. Impact is usually realised *after a programme ends*. It is a long-term change.
- ❖ **Programme Outcome:** Outcomes are changes or benefits for individuals, families, groups, businesses, organizations, or communities that result from programme outputs. Outcomes occur along a path from direct effects of a programme (outputs) to longer-term achievements (impact). Outcomes help us answer the so-what question—so what... what difference are we making? In other words, outcome statement helps FCDO answer: *what will change? Who will benefit?* Key characteristics of an outcome include:
  - Programme claims some attribution.
  - It is a possible indirect benefit of the programme.
  - Programme/FCDO can claim we influenced it.
  - Implementing partners manage the programme's direction and movement toward outcome and, therefore, do have some accountability.
  - Outcomes are expected to be achieved by the end of the programme.
- ❖ **Programme Outputs:** These are products and services that are delivered by a programme. In other words, they are specific and direct benefits realized from the project. Outputs will directly contribute towards achievement of the Outcome and indirectly to the Impact. Key characteristics include:
  - Programme claims 100% attribution.
  - Outputs are produced by implementing partners.
  - Implementing partners have control over them.
  - Implementing partner is accountable for them.
  - Outputs are delivered annually.

#### Theory of Change

The overall logic behind the Theory of Change is that there are capacity and capability gaps in AMS governments for the implementation of ASEAN reforms and that the UK government can help fill these gaps through the technical specialists and institutional knowledge it has access to.

There is good evidence that the ASEAN economic integration has the potential to support inclusive economic growth in AMS and that further progress with integration requires reforms related to digitalisation and trade. There is also good evidence of demand for UK technical assistance from ASEAN and AMS from the Plan of Action and previous economic technical assistance programmes in the region.



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There is less strong evidence for three assumptions underpinning the theory of change, which we will need monitor carefully. The first is that the programme can identify specific outputs under each pillar that are applicable to each AMS. The second is that the programmes can recruit experts that have the right specialist skill set to support the range of AMS, which have very different levels of capacity and capability. The third is that technical assistance will lead to policy implementation in AMS.

Problem statements: FCDO research has found that barriers to trade impede economic development in some ASEAN Member States.

Despite recent free trade agreements and progress implementing ASEAN initiatives to lower trade costs, there are still barriers to trade in the region, both in terms of non-tariff measures<sup>11</sup> and trade processes<sup>12</sup>. AMS are also looking to respond to emerging opportunities and challenges, including digital transformation, e-commerce, paperless trade, green economy, circular economy, customs digitalisation and simplification, changing patterns of global trade, and sustainability imperatives.

Pillar impact: increased sustainable and resilient trade flows between AMS and between ASEAN and the rest of the world.

Trade is recognised as an engine for inclusive economic growth and poverty reduction in the 2030 Agenda for Sustainable Development. FCDO evidence shows that investing in reducing the cost of trade offers good value for money; projects have high potential upside benefits and relatively small financial costs.

Potential metrics: ASEAN trade flows

Outcomes: AMS adopt and implement policy recommendations and reforms to lower barriers to trade particularly for MSMEs, prioritising digitalisation reform as a primary approach to reach impact.

ASEAN's vision of an integrated AEC relies on creating seamless movement of goods and services within ASEAN. It has a wide range of initiatives aimed at reducing barriers to trade, led by its Sectoral Bodies. Digitisation and digital trade are increasing areas of focus.

ASEAN has an ambitious digital economy agenda, as set out in the Bandar Sri Begawan Roadmap, the ASEAN Digital Integration Framework, and the Framework for Negotiating the Digital Economy Framework Agreement.

ASEAN has provided a list of Sectoral Bodies interested in working with this programme:

- Coordinating Committee on Customs (CCC)
- Customs Procedures and Trade Facilitation Working Group (CPTFWG)
- Coordinating Committee on the Implementation of the ATIGA (CCA)
- Sub-Committee on ATIGA Rules of Origin (SCAROO)
- ASEAN Trade Facilitation Joint Consultative Committee (ATF-JCC)
- ATIGA Upgrade Trade Negotiating Committee (ATIGA TNC)
- ASEAN Single Window Steering Committee (ASWSC)
- Working Group on Technical Matters for the ASW (TWG)
- Coordinating Committee on Services (CCS)

<sup>11</sup> [https://www.eria.org/uploads/media/Regional\\_Integration\\_and\\_NTM\\_in\\_ASEAN.pdf](https://www.eria.org/uploads/media/Regional_Integration_and_NTM_in_ASEAN.pdf)

<sup>12</sup> <https://www.unescap.org/kp/2022/untf-survey-2021-ASEAN#>



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- ASEAN Consultative Committee on Standards and Quality (ACCSQ)

This programme will identify digital-focussed initiatives that aim to reduce barriers trade within these ASEAN Sectoral Bodies, which could benefit from support from UK experts.

**Outputs:** Reports, tools and policy/implementation recommendation that support AMS to implement ASEAN-wide policies to lower barriers to trade across AMS.

The FCDO has started engagement with the ASEAN Secretariat to discuss potential areas for cooperation. There is high interest from ASEAN and AMS in UK support on trade facilitation and digital trade.

Where possible, we will specify intended outputs by the end of the inception phase. However, the programme will need to retain flexibility during delivery and so we will leave some outputs open for development after the inception phase. We want to develop outputs in collaboration with UK posts, the SP, ASEC and AMS.

### Draft results framework

The results framework will be the tool to monitor the achievements of programme over its period of implementation, comprising of a set of indicators describing 'what success looks like', covering the major aims and activities of the OTp. It is derived from the ToC, which the FCDO and the SP will refine during the implementation period. Building on the ToC, the SP will lead on developing an effective and efficient results framework which develops appropriate and valid indicators or measures for all levels of results (output, outcome, and impact). The FCDO and SP will agree the results framework during the inception period.

Expected OTP Impact	Potential Indicators	Explanatory Notes
Increased sustainable and resilient trade flows between AMS, and between ASEAN and the rest of the world, particularly for MSMEs and in digital trade.	At impact level, EIP will aim to see improvement on indicators covered by AMS and ASEAN headline trade statistics as well as those disaggregated for target groups (MSMEs, Women). Because this is the intended impact level ambition or result, FCDO will aim to see improvement in these indicators at some point after the programme ends and assume that our work contributed.	
<b>Expected OTP Outcome</b>	<b>Potential Indicators (finalise during Incept.)</b>	



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AMS adopt and implement policy recommendations and reforms to lower barriers to trade	<b>Quantitative 1:</b> Number of <u>policy recommendations formally adopted or implemented</u> by ASEAN Member Countries, promoting lower barriers to trade.	Reporting to be expected from the implementing partner from year 3.
	<b>Quantitative 2:</b> Number of high-level, participatory events held with AMS institutions/organisations to share/promote/create buy-in for the policy recommendations to lower barriers to trade;	Reporting to be expected from the implementing partner from Year 1.
	<b>Qualitative:</b> TBC/finalised during the inception phase. The qualitative indicator will aim to track progress along various stages of policy making—in this case various stages of policy making to lower barriers to trade in ASEAN economies. Tracking the progress from Problem Formulation to Policy Adoption to Policy Implementation (stages) will help the implementing partner to report on outcome achievement early on in the programme (year 2 or 3). Compared to quantitative indicators which might be achievable only by the programme end. The qualitative indicator will give FCDO an annual sense of how we are progressing in terms of AMSs actually thinking about forming, adopting, and implementing policies to lower barriers to trade.	Reporting to be expected from the implementing partner from year 2.
<b>OTP Outputs (TBC during inception)</b>	<b>Potential Indicators (finalised during Inception)</b>	
1. Capacity of relevant institutions/organisations in AMSs is strengthened to formulate and implement policies to lower barriers to trade.	<p><b>Quantitative 1:</b> Number of organisational participants trained (gender breakdown).</p> <p><b>Quantitative 2:</b> Number of knowledge products/strategies/policy papers produced, offering clear recommendations/guidance to AMSs for policy making related to trade.</p> <p><b>Qualitative (to be reported in partner annual report):</b></p>	



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	Is there evidence that the training and knowledge products are being used by the beneficiaries in decision making or to deliver their activities better? Yes/No Narrative.	
2. TBC during Inception.		



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## Appendix B: Value for Money Framework

FCDO's approach to VfM requires a focus on development effectiveness, to deliver ODA where it is most needed, maximising the value of each pound spent to alleviate poverty, and ensuring the best results accrue to beneficiaries and the UK taxpayer. VfM means making the best possible use of all our resources to maximise our impact.

The table below sets out initial metrics across the different dimensions of VfM, to serve as a basis for a detailed VfM framework and monitoring plan that the SP will develop during the inception phase (and proposed during bids).

Indicative Value for Money (VfM) metrics	
VfM dimension	Indicators (qualitative and quantitative)
Economy	<ul style="list-style-type: none"> <li>Averages fee rates of SPMT</li> <li>Average fee rates of SPEx vs rate card caps</li> <li>Ratio of technical assistance delivered by international vs regional SPEx.</li> <li>Ratio of technical assistance delivered by senior vs junior SPEx</li> </ul>
Efficiency	<ul style="list-style-type: none"> <li>Ratio of total SPMT costs to total value of task order costs</li> <li>Share of costs on travel / expenses within task order (vs technical assistance delivery)</li> <li>Time required to gain ASEAN approval and start projects.</li> <li>Evidence of decision to achieve economies of scale, e.g., clustering of similar interventions</li> </ul>
Effectiveness	<ul style="list-style-type: none"> <li>Achievement of intended outcomes, as measured through results framework</li> </ul>
Equity	<ul style="list-style-type: none"> <li>Disaggregated data within programme results framework.</li> <li>Indicators specially tracking intended inclusivity outcomes (Women's Economic Empowerment, MSMEs)</li> </ul>
Cost-effectiveness	<ul style="list-style-type: none"> <li>Estimates of long-term benefits to AMS, in terms of poverty reduction, economic growth and / or fiscal position</li> <li>Estimates of spill-over benefits for / from other ASEAN donors' activity</li> </ul>



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## Appendix C – Summary of roles and payments

	Accountable to	Directly responsible for	Payment
<b>FCDO Programme Management Team (FCDO PMT)</b>	FCDO Programme Leadership team for the OTp meeting its objectives in line with FCDO programme operating rules	Tracking delivery of programme outcomes, managing the contract on behalf of FCDO and monitoring performance of the SPMT	Approves and facilitated payments to SP
<b>Service Provider Management Team (SPMT)</b>	The FCDO PMT for delivery of the OTp as detailed in these terms of reference	Deliverables: Design and Planning, Management Services for Project Implementation, MEL  <i>Supported by SPEx if agreed via task orders.</i>	Quarterly subject to competition of agreed milestones and adjusted based on performance against KPIs
<b>Subject matter experts (SPEx)</b>	The SPMT for the delivery of task orders	Deliverables: Expert Advisory Services for project implementation  <i>Support for SPMT activities if agreed via task orders</i>	Via task orders



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### Appendix D: of Contract Section 3 (Terms of Reference): Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

The completed schedule must be agreed formally as part of the contract with FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract</p> <p>1) The Parties acknowledge that Clause <b>33.2</b> Protection of Personal Data Section 2 of the contract shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the following Personal Data:</p> <ul style="list-style-type: none"> <li>necessary for the administration and/or fulfilment of this Contract.</li> </ul>



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### Appendix E – Potential KPI models and payment process

#### **Milestone Payments:**

Each quarter, the SPMT will submit a payment invoice to the FCDO PMT along with the quarterly report. The invoice amount will be set based on the methodology set out in the SP's bid.

The FCDO PMT will review the quarterly report and judge whether the SP has met all milestones for that quarter (as set out in Section 11).

- If the SP has met all the milestones for that quarter, the FCDO will make the payment.
- If the SP had not met one or more milestones, the FCDO will withhold that quarterly payment until the SP meets the outstanding milestones.

Each quarterly payment is independent so a delayed milestone would not affect multiple quarterly payments. For example, if a milestone due in QX was delayed past QX+1 but the SP had met all milestones due in QX+1, the FCDO would only withhold the payment for QX and make the payment for QX+1 as scheduled.

#### **Key performance indicators (KPI payments):**

10% of the total SPMT budget will be linked to successful delivery of the KPI's.

The performance-linked payment adjustment will be calculated based on the SPMT payment for a given quarter and the performance against KPIs for that quarter. If the SP meets all the targets for a quarter, no adjustment will be made to the quarterly SPMT payment. If the SP fails to meet a KPI target for a quarter, the SPMT payment for that quarter will be adjusted down by the set percentage linked to the failed KPI.

Table 4 below suggests a structure for KPI weightings each quarter. The FCDO and SP will agree a methodology and target for each KPI during the inception phase, based on the model in these ToRs and proposals in SP bids. The final structure must commit to 10% of SPMT payments at risk each month, roughly equal weighting of KPIs overall by the end of year 4, and KPI 1 and 2 weighted more heavily within years 3 and 4.

**Table 4:** % of monthly SPMT payment at risk (10% at risk each quarter)

Year Quarter	1				2				3				4		
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3
Achieving and tracking outcomes	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.7	1.7	1.7	2.5	3.3	3.3	4.0
Effective outputs	0.0	0.0	0.0	0.0	2.0	2.0	2.0	2.0	1.7	1.7	1.7	2.5	2.2	2.2	2.0
Timely delivery and reporting	2.5	2.5	2.5	2.5	2.0	2.0	2.0	2.0	1.7	1.7	1.7	1.3	1.1	1.1	1.0
Financial management	2.5	2.5	2.5	2.5	2.0	2.0	2.0	2.0	1.7	1.7	1.7	1.3	1.1	1.1	1.0



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Staff availability	2.5	2.5	2.5	2.5	2.0	2.0	2.0	2.0	1.7	1.7	1.7	1.7	1.1	1.1	1.1
Client relationship	2.5	2.5	2.5	2.5	2.0	2.0	2.0	2.0	1.7	1.7	1.7	1.7	1.1	1.1	1.1
<b>Total</b>	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10



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## Appendix F: Intervention Summary Risk Assessment Matrix

<b>1</b> <b>Very Low</b> <b>risk</b>	<b>2</b> <b>Low risk</b>	<b>3</b> <b>Med risk</b>	<b>4</b> <b>High risk</b>	<b>5</b> <b>Very High</b> <b>risk</b>
<b>Low</b>		<b>Medium</b>	<b>High Risk</b>	

Theme	Brunei	Cambodia	Indonesia	Laos	Malaysia	Myanmar
UK Travel Advice	2	3	3	3	3	5
Host nation travel advice	2	-	2	2	1	-
Transportation	2	3	3	3	2	4
Security	2	3	2	3	2	5
Civil unrest	2	2	3	2	2	5
Violence / crime	2	3	2	3	2	5
Espionage	2	3	1	3	2	3
Terrorism	1	3	4	1	3	3
War	1	1	1	1	1	5
Hurricane / Typhoon	1	2	3	2	1	4
Earthquake	2	1	4	1	1	4
Flood	2	2	4	2	2	4
Medical services	1	2	3	2	2	4
Nature of project / intervention	2	2	2	2	2	5
<b>Overall rating using MODE function</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>5</b>

Theme	Philippines	Singapore	Thailand	Timor Leste	Vietnam
UK Travel Advice	3	2	3	3	3
Host nation travel advice	2	2	3	3	-
Transportation	3	2	3	3	3
Security	3	2	2	3	2
Civil unrest	3	1	2	2	1



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Violence / crime	3	2	3	3	2
Espionage	3	2	3	3	3
Terrorism	4	1	4	3	1
War	2	1	1	1	1
Hurricane / Typhoon	4	1	2	2	3
Earthquake	3	1	2	3	1
Flood	3	2	3	3	2
Medical services	2	1	2	3	3
Nature of project / intervention	2	1	2	3	2
<b>Overall rating using MODE function</b>	3	1,2	2,3	3	3

Country	UK Government Travel Advice	Host Nation Travel Advice
<b>Brunei</b>	<a href="https://www.gov.uk/foreign-travel-advice/brunei/safety-and-security">https://www.gov.uk/foreign-travel-advice/brunei/safety-and-security</a> (updated July 2023)	<a href="http://tourism.gov.bn/SitePages/Public%20Advisory.aspx">http://tourism.gov.bn/SitePages/Public%20Advisory.aspx</a>
<b>Cambodia</b>	<a href="https://www.gov.uk/foreign-travel-advice/cambodia">https://www.gov.uk/foreign-travel-advice/cambodia</a> (updated September 2023)	-
<b>Indonesia</b>	<a href="https://www.gov.uk/foreign-travel-advice/indonesia">https://www.gov.uk/foreign-travel-advice/indonesia</a> (updated June 2023)	<a href="https://www.indonesia.travel/gb/en/general-information">https://www.indonesia.travel/gb/en/general-information</a>
<b>Laos</b>	<a href="https://www.gov.uk/foreign-travel-advice/laos">https://www.gov.uk/foreign-travel-advice/laos</a> (updated September 2023)	<a href="https://www.tourismlaos.org/before-you-go/">https://www.tourismlaos.org/before-you-go/</a>
<b>Malaysia</b>	<a href="https://www.gov.uk/foreign-travel-advice/malaysia">https://www.gov.uk/foreign-travel-advice/malaysia</a> (updated October 2023)	<a href="https://www.malaysia.travel/travel-alert">https://www.malaysia.travel/travel-alert</a>
<b>Myanmar</b>	<a href="https://www.gov.uk/foreign-travel-advice/myanmar">https://www.gov.uk/foreign-travel-advice/myanmar</a> (updated September 2023)	<a href="https://evisa.moip.gov.mm/home/noticetotourist">https://evisa.moip.gov.mm/home/noticetotourist</a>
<b>Philippines</b>	<a href="https://www.gov.uk/foreign-travel-advice/philippines">https://www.gov.uk/foreign-travel-advice/philippines</a> (updated August 2023)	<a href="http://tourism.gov.ph/news_features/PublicAdvisory.aspx">http://tourism.gov.ph/news_features/PublicAdvisory.aspx</a>



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<b>Thailand</b>	<a href="https://www.gov.uk/foreign-travel-advice/thailand">https://www.gov.uk/foreign-travel-advice/thailand</a> (updated July 2023)	<a href="https://www.tatnews.org/category/thailand-tourism-updates/">https://www.tatnews.org/category/thailand-tourism-updates/</a>
<b>Timor Leste</b>	<a href="https://www.gov.uk/foreign-travel-advice/timor-leste">https://www.gov.uk/foreign-travel-advice/timor-leste</a> (updated June 2023)	<a href="https://www.timorleste.tl/plan-your-trip/">https://www.timorleste.tl/plan-your-trip/</a>
<b>Singapore</b>	<a href="https://www.gov.uk/foreign-travel-advice/singapore">https://www.gov.uk/foreign-travel-advice/singapore</a> (updated June 2023)	<a href="https://www.visitsingapore.com/travel-guide-tips/travelling-to-singapore/">https://www.visitsingapore.com/travel-guide-tips/travelling-to-singapore/</a>
<b>Vietnam</b>	<a href="https://www.gov.uk/foreign-travel-advice/vietnam">https://www.gov.uk/foreign-travel-advice/vietnam</a> (updated September 2023)	-



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## Appendix G - REMOVING LEGAL BARRIERS TO DIGITALISE TRADE CONCEPT NOTE

<b>Project Title</b>	Removing Legal Barriers to Digitalise Trade
<b>Funding Source</b>	UK Government
<b>Project Duration</b>	<p>Proposed Commencement Date: 2024, following endorsement from ASEAN and completion of internal UK process.</p> <p>Proposed Completion Date: March 2028</p>
<b>Brief Project Description</b>	<p>The interventions will provide technical assistance to officials in ASEAN Member States (AMS) through the relevant working groups overseen by the ASEAN Secretariat on legal reform to remove barriers to digital trade.</p> <p>This work will be delivered in direct support of ASEAN's agreed objectives on digital trading practices as set out in the Bandar Seri Begawan Roadmap (BSBR) and the recently published scoping study on ASEAN's Digital Economy Framework Agreement (DEFA).</p>
<b>Background</b>	<p>ASEAN's Bandar Seri Begawan Roadmap (BSBR) sets out the region's commitment to leverage digital transformation to build the ASEAN Community, transforming ASEAN into a leading digital economy, prioritising digitalisation which will enable cross-border trade by simplifying business processes. Specially, in the BSBR under 'Measure 1', lists the range of components to trading systems which require digitalisation in order to transform the digital economy.</p> <p>On trade digitalisation, ASEAN has set the ambition to adopt electronic transferable records and broader trade digitalisation supported by UNCITRAL Model Law on Electronic Transferable Records (MLETR) framework. It enables electronic versions of key documents that underpin trade to be treated as equivalents to their paper counterparts.</p> <p>The UK was the first G7 country to adopt the MLETR framework into law, thus removing all legal barriers to digitalising commercial trade documents. The UK is committed to support ASEAN's preparation for potential legal reform in order to implement trade digitalisation as one of DEFA's provision.</p> <p>Agreed in November 2023, and delivered between January-April 2024, the UK completed the ASEAN-UK Trade Digitalisation Project, delivering the two main activities:</p> <p>(1) <b>Implementation Framework to inform ASEAN's approach to provisions related to electronic transferable records.</b> The activities include the delivery of three workshops for the ASEAN Consultative Committee on E-Commerce and Digital (ACCED) on MLETR, and provision of a report on "Removing Legal Barriers to Digitalise Trade" to inform ASEAN's approach to legal reform to remove the barriers to trade digitalisation.</p>



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	<p>(2) <b>ASEAN-UK Digital Trade Foundations Training Programme.</b> The 1.5-day programme and a self-paced online learning programme aim to build a cohort of well-informed officials and businesses capable of co-driving the creation of an enabling policy environment and the adoption of electronic trade documents in ASEAN.</p>
<p><b>Project Activities</b></p>	<p><b><i>Proposed Activities</i></b></p> <p>It is recommended that all ASEAN member states have legislation in place which legislates for the recognition and use of e-transactions, e-signatures, e-payments, e- contracts and e-assets. The national laws governing these areas should align with UNCITRAL Model Law on Electronic Transferable Records 2017, UNICTRAL Model Law on Electronic Signatures 2001 and UNICTRAL Model Law on Electronic Commerce 1996.</p> <p>Noting this, the activities will seek to support each ASEAN Member State (AMS) in their pre-legislation procedures, resulting in each AMS having drafted legislation ready to pass through their national legislature. Activities with officials from each AMS will depend on the legislation already in force which govern the recognition and use of e-transactions, e-signatures, e-payments, e-contracts and e-assets and how far the legislation aligns with UNCITRAL Model Law on Electronic Transferable Records 2017, UNICTRAL Model Law on Electronic Signatures 2001 and UNICTRAL Model Law on Electronic Commerce 1996.</p> <p>Activities with each AMS could include:</p> <ul style="list-style-type: none"> <li>• National roadmaps/framework/implementation plans to guide officials on required steps to implement UNICTRAL aligned laws</li> <li>• Drafting of the legislation</li> <li>• Supporting on the consultation processes for the legislation, especially with external stakeholders such as the private sector</li> <li>• Supporting the reform of existing legislation</li> <li>• Building capability of legislative bodies</li> </ul> <p>The activities will be delivered by globally recognised experts.</p> <p>Furthermore, there could be additional activities to continue regional coordination at an ASEAN level to ensure the activities in each AMS are contributing to the regional digitalisation agenda in ASEAN, most notably the fulfilment of articles within the DEFA. These could include:</p> <ul style="list-style-type: none"> <li>• Establishing a new or supporting an existing regional mechanism to coordinate the implementation of laws, rules, standards and frameworks.</li> <li>• Monitoring of the legislation in each AMS in order to support ASEAN's understanding of when alignment milestones have been</li> </ul>



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	<p>reached.</p> <ul style="list-style-type: none"> <li>Engagement with regional trade actors to avoid delays in legislation and help ensure activities are aligned and coordinated to drive an effective implementation programme to capture the benefits of legal reform.</li> </ul> <p>The final list of activities, both at a national and regional level, will be agreed on conclusion of UK procurement processes for the Open Trade pillar of the ASEAN-UK Economic Integration Programme (EIP).</p>
<b>Delivery Partner</b>	The Service Provider selected to run the Open Trade pillar of the EIP.
<b>Date of Concept Note Submission</b>	23 May 2024
<b>Management Arrangements</b>	<p>The UK Government would fund, procure and oversee the delivery for the project, coordinating with the ASEAN Member States through the ASEAN Secretariat.</p> <p>The project's central working group will be the ACCED, but the UK welcomes engagement from other working groups on the advice of the ASEAN Secretariat, such as from the ASEAN Single Window Division and the ASEAN Customs Procedures and Trade Facilitation Divisions.</p> <p>This activity will sit under the agreed ASEAN-UK Digital Innovation Partnership, with activity recorded under the ASEAN-UK Work Plan, overseen by SEOM and the ASEAN-UK Economic Ministers Meeting.</p>