



Foreign, Commonwealth
& Development Office

Developing a Simple, Inclusive Approach to Digital Identity: Supporting the Further Development of Digital Identity Verification in Thailand

Terms of Reference

SUMMARY OF REQUIREMENT

The Foreign, Commonwealth and Development Office (“the Authority”) represented by The British High Commission in Thailand, seeks to engage a supplier or an implementing partner to deliver project under the title ‘Developing a Simple, Inclusive Approach to Digital Identity: Supporting the Further Development of Digital Identity Verification in Thailand’.

BACKGROUND

Simple and inclusive digital identity verification is critical to the online expansion of financial, government and other services. In the financial sector in particular, it has enabled the development of a raft of new services, promoting economic development and financial inclusion.

The UK uses Official Development Assistance (ODA) funding globally to promote sustainable development – including in the financial sector in Thailand, where the UK focuses on the provision of financial services to support economic development with a focus on financial inclusion and sustainable finance.

Thailand is working to improve its online digital identity verification in the financial services sector and beyond. Currently Thailand has there nationwide digital identity systems. The Electronic Transactions Development Agency (ETDA) is finalising the Digital ID Act and related standard. The Digital ID Act is expected to become effective this year. The National Digital ID (NDID) initiative is commercially operated but regulated and commonly used for identity verification in financial services. The other government systems of identity verification (‘Mobile ID’ led by the National Broadcasting and Telecommunications Commission (NBTC) and ‘D.DOPA’ led by the Department Of Provincial Administration) are also in operation, although these have

not yet fully integrated nor cover online verification for the majority of Thai Government services.

The NDID initiative has been developed under the National Digital ID Company Limited, with the aim of building a trusted digital identity and data sharing platform for the country and supporting the development of the digital economy. Currently a range of financial services providers have adopted NDID. However, despite NDID's success, the Thai regulators would like to expand the use of electronic Know Your Customer (eKYC) and find the most cost effective way to do so.

Over the past few years, the British Embassy Bangkok, on behalf of the UK Government, has worked closely with the Thai financial regulators and digital policy leads. Since 2021, as part of this work the UK government and its partners have delivered a study for Thailand on its eKYC benchmarking compared to international norms and developed 13 recommendations on how eKYC / digital identity verification could be further progressed in Thailand. The summary / key findings of these studies are confidential but will be made available to our implementing partner.

Following out joint work, the Thai financial regulators – the Bank of Thailand (BOT), the Securities and Exchange Commission (SEC), the Office of Insurance Commission (OIC) - and the Electronic Transactions Development Agency (ETDA), which leads on digital identity verification, have identified several key areas of focus and interest:

- further improving national identity verification to be user-friendly/citizen centric by design, inclusive and accessible for all
- developing a form of National ID / ID verification for business, with a particular focus on step-by-step journey / lessons learned from UK and internationally on how to implement / rollout the corporate ID
- developing identity verification for non-Thais as well as Thais
- alignment with international standards – in particular support the Thai regulator to design national engagement approach to work with global open standards initiatives for digital identity
- eKYC additional use case development
- data interoperability – including support Thailand to develop a national interoperability framework that enables Thailand to develop its plans for international / cross-border interoperability of digital identities (for example, among ASEAN). This work could include (but not limit to) a survey of business expectation, guideline, and recommendation on use cases.

OBJECTIVE

The project aims to build on the existing initiatives that the Thai regulators lead on and our past project, identifying opportunities to work with the Thai regulators to improve digital ID – in particular through tackling the challenges identified as priorities by the regulators. The proposed recommendations and/or action plan will need to be considered in alignment with Thailand and international standards and regulations on data privacy (including Thai Personal Data Protection Act) and cybersecurity.

OUTPUTS / DELIVERABLES

Deliverable 1: Project Plan and Stakeholder Management Plan

At minimum, the supplier should set out in their project plan the following elements:

- Approach and key proposed interventions as agreed with ETDA and British Embassy Bangkok
- Project Timeline with high-level work plan
- Engagement plan with ETDA, key financial regulators (as appropriate), and British Embassy Bangkok during the project

Critically, this will require engagement with the ETDA and key Thai financial regulators (as appropriate) to agree the focus and scope of interventions.

Deliverable 2: A report on National Engagement, National Model and National Interoperability Framework of Digital Identities and Recommendations of Key Priority Areas to Implement Changes

The report should cover the elements / content set out in the summary and requirement sections above. The report should follow a standard format i.e. with contents, abstract, introduction / background, findings and a conclusion for next steps. Where appropriate figures, graphs or graphics should be included and references as appropriate.

Deliverable 3: Deliver Webinars to Present Research Findings and Answer any Follow-up Questions

Deliver webinars (number to be confirmed) to present research findings to ETDA and Thai financial regulators together or separately as required, before/or after the final report has been confirmed. In addition, answer any follow up questions, with in person and/or online meetings, if required by ETDA or financial regulators.

SCOPE OF WORK

The implementing partner will need to undertake 2 or more interventions (number to be agreed) to support the further development of the Digital Identity verification solutions in Thailand. These will may focus on the legal and regulatory environment, guidelines or technical standards and solutions.

The implementing partner will need to draw on the previous UK Government study on digital ID in Thailand and, critically, work with ETDA and the British Embassy Bangkok to agree priority areas of focus. Delivery will be through written reports, policy recommendation, capacity building and engagement activity throughout the project timeline. The detail of these will need to be agreed with ETDA, other Thai regulators as appropriate (depending on the area) and with the Foreign, Commonwealth and Development Office's British Embassy Bangkok

The implementing partner is expected to have (or have engaged) genuine subject matter experts / experienced practitioners on the areas in which they will work. The implementing partner's knowledge and experience should include the ability to draw on extensive knowledge of the UK system, policy and regulation in the area of digital identity as examples for Thai stakeholders.

The implementing partner will also need to demonstrate credible capability to engage directly and effectively with key stakeholders in Thailand and draw on information from Thai sources – including in Thai language. This can in principle be achieved by any means, including as a result of the implementing partner's own operations in Thailand, the creation of a consortium or contracting of a local partner organisation or individual.

The implementing partner will also need to comply with the following requirements:

- Deliver interventions which, first and foremost are impactful and sustainable, leading to concrete changes in the approach to digital identity in Thailand. This means align with the goals of the ETDA and key financial regulators (as appropriate), and ensuring the interventions have been fully agreed with them.
- Ensure regular contact with the ETDA and key financial regulators (as appropriate) throughout the work – to ensure the direction of the project meets their expectations and on technical issues. We expect this will mean more intensive initial engagement to agree the nature of the intervention(s). Throughout the work, we then expect in-person or virtual meetings once every 1-2 weeks to update ETDA and the Embassy, and at least once every month to update the key financial regulators. For the key financial regulators, the update can also be in the form of email discussion or request for comment without a meeting. We also expect some longer engagement sessions when necessary.

- Carry out accurate scoping to understand the local landscape in this regulatory area, with a particular focus on identifying potential gaps and barriers in existing regulations.

While we are open to a variety of approaches to delivering the intervention(s), with the focus being on impact, we would expect that the implementing partner's work will include:

- A plan early in the work to support policy or regulatory change or build capacity in the regulators. A proposal to deliver this through a combination of workshops, seminars coupled or in-person engagement with subject leads in Thailand over a period of months (likely meaning, periodic engagement following the initial capacity building with a view to coaching regulators subject leads as they work through the issues of practical implementation).
- A written report and / or other documentary outputs at some point during the project to the regulators and British Embassy taking stock and recommending next steps. This should include advice on all key considerations, options for implementing policy, examples drawing on international best practice and, where appropriate, a roadmap for implementation.

The report will need to draw on international best practice highlight the approach taken around the work / international best practice / agreed standards on digital identity in areas such as global open standards for digital identity, national models for testing and assuring identity technologies and interoperability at the national and international level.

The report will be delivered in draft with a minimum of two weeks for review by the British Embassy Bangkok in consultation with ETDA allowing them to request revisions if required before finalisation. If revisions are required, the revised report needs to be resubmitted within the next 2 weeks. The process of review will then be repeated. The report will be considered final when agreed by all parties.

The indicative timetable for the project is expected to be as follows:

Stage	Timeline
Provisional Selection of a Preferred Tender	26 September 2022
Contract Sign, Commence Project Delivery	30 September 2022
Deliverable 1: Project Plan and Stakeholder Management Plan	Complete within first three weeks of project commencing
Deliverable 2: A Report on national engagement, national model and national interoperability	February 2023

framework of Digital ID and recommendations of key priority areas to implement changes	
Deliverable 3: Webinars to present research findings / answer any follow up questions	10 March 2023

METHODOLOGY

1. The tender process will be conducted to ensure that the tenders are evaluated fairly to ascertain the most economically advantageous tender from the point of view of the purchasing Authority.
2. Account will be taken of any factor emerging from the tendering process which impacts a Bidder's suitability and relates to information previously provided by the Bidder as part of the pre-qualification process, in particular any additional information which comes to light in respect of its financial standing.
3. Your response to our requirement will be evaluated under the following headings based on an **70:30** split between the quality/technical aspects to your tender and the pricing thereof
4. No importance should be attached to the order in which these criteria are listed. Any tender that is not compliant with the Conditions of Contract may be rejected.
5. Bidders are requested to ensure their answers are concise and relevant to this specific contract, and refrain from uploading extensive generic corporate documentation or marketing literature. Excessive generic material may result in the bid being deemed unacceptable and excluded from the process.
6. The Authority will evaluate each response in line with the published scoring methodology as specified in the Invitation to Tender (ITT).
7. The Authority wishes to advise all bidders that there is a limited budget for this work. All proposals will be assessed from both technical and commercial perspectives to ensure that best value for Tax Payer's money is being achieved. Should the highest scoring bid be unaffordable (i.e. over the maximum budget set), the Authority reserves the right to seek clarification on the rates and hours submitted and if necessary reduce the scope of work involved in order to maximise the budget available. If the solution cannot be tailored to meet budget, the Authority may elect to move to the next highest scoring bid that is affordable.

LOGISTICS AND OTHER ARRANGEMENTS

1. The FCDO will make all reasonable endeavours to:

In the case of a consortia, a single contract will be issued to the lead consortium partner who will be responsible for managing other sub-contractors and partners.

Intellectual Property generated during project: All reports, data and material produced by the Supplier will be FCDO intellectual property and cannot be replicated and disseminated without the explicit written approval by the FCDO.

Personnel: The Supplier will strive for continuity of its core personnel over the course of the project to ensure consistent language and narrative. The project leader and key technical experts cannot be changed during the course of implementation unless there is a non-performance reason, medical reason or resignation.

MONITORING

- The supplier will have at least two check-in calls with the British Embassy Bangkok per month. This will be flexible dependent on business need, with flexibility to have more calls during each months.
- The interim findings and final reports of each deliverable need to be completed to the deadlines set out above. And the reports need to cover each of the specifications as set out above in the Scope of Work.
- The report needs to be delivered what would be recognised to be a professional standard (properly formatted, referenced where appropriate, accurate, without spelling and grammar errors etc.). The implementing partner is expected to carry out quality assurance to confirm this prior to presenting the report.
- Deliverables will be evaluated against the timing of each submission and quality of the content by British Embassy Bangkok and, on quality and accuracy by ETDA, and other key regulators where appropriate. Final deliverables will be approved by British Embassy Bangkok in consultation with the ETDA.
- When the service has been completed the Supplier shall prepare and send the final reports to FCDO, British Embassy Thailand. The final reports produced must be at the required level of quality and signed off by the Embassy.

SKILLS AND COMPETENCES

1. The team assembled by the Supplier will have to demonstrate knowledge or capability in order to provide the services and deliver the outcomes specified within this Terms of Reference, bids will need to demonstrate the requirements as specified in the evaluation criteria section above.
2. Bidders will need to detail their proposed team structure in their bid, including the roles, responsibilities, names and CVs of key experts.
3. Tenders should include:
 - a) A cover letter introducing the organisation
 - b) The bid itself (maximum of 10 x A4 sides), describing the methodology, project plan, risk management, and team the organisation intends to deploy to meet the requirements.
 - c) A 1-page overview of the relevant experience and competency possessed by the project lead and other personnel who will work on the project.
 - d) One / two examples of a previous report or similar work

BUDGET

The budget for the service, covered under these Statement of Service Requirements, will be **no more than £75,000** inclusive of all taxes, on the following payment terms.

Submission and Acceptance of Deliverable	Payment
Upon submission and acceptance of the deliverable 1: Project Plan and Stakeholder Management Plan	10%
Upon submission and acceptance of the deliverable 2: A Report on national engagement, national model and national interoperability framework of Digital ID and recommendations of key priority areas to implement changes	40%
Upon submission and acceptance of the deliverable 3: Webinars to present research findings / answer any follow up questions	50%

Payments will be made in arrears upon receipt and acceptance of the final product/outputs after any updates have been incorporated and signed-off by the FCDO.

DUTY OF CARE

The supplier of the services is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. FCDO will share available information with the Supplier on security status and developments in-country where appropriate.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive a briefing as outlined above. Travel advice is also available on the FCDO website and the Supplier is responsible for and must ensure they (and their Personnel) are up to date with the latest position.

Suppliers must develop their Proposal on the basis of being fully responsible for Duty of Care. They must confirm in their Proposal that:

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

Acceptance of responsibility must be supported with evidence of capability (**no more than two A4 pages and the FCDO reserves the right to clarify any aspect of this evidence**). In providing evidence Suppliers should consider the following questions:

- Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by the FCDO)?
- Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?

- Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- Have you appropriate systems in place to manage an emergency / incident if one arises?

DATA PROTECTION

1. The Supplier shall at all times treat the contents and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
2. The Supplier shall not disclose any information supplied to them as part of this process, copy, reproduce, distribute or pass any of the Information to any other person (other than identified FCDO contacts) at any time or allow any of these things to happen;

SAFEGUARDING

"Reasonable Measures" shall mean:

All reasonable endeavours expected to be taken by a professional and prudent supplier in the Supplier's industry to eliminate or minimise risk of actual, attempted or threatened exploitation, abuse and harassment (including Sexual Abuse, Sexual Exploitation and Sexual Harassment) and whether or not such conduct would amount to a criminal offence in the United Kingdom or an offence under the laws of the territory in which it takes place (together "Serious Misconduct") as is reasonable and proportionate under the circumstances. Such endeavours may include (but shall not be limited to):

- a) clear and detailed policies and guidance for Supplier Personnel, Supplier Providers and where appropriate, beneficiaries;
- b) developing, implementing and maintaining a safeguarding plan throughout the term (including monitoring);
- c) provision of regular training to Supplier Personnel, Supplier Providers and where appropriate, beneficiaries
- d) clear reporting lines and whistleblowing policies in place for Supplier Personnel, Supplier Providers and beneficiaries,
- e) maintaining detailed records of any allegations of Serious Misconduct and regular reporting to FCDO and the Appropriate Authorities (where relevant) of any such incidents;

- f) any other Good Industry Practice measures (including any innovative solutions),

The Supplier shall take all Reasonable Measures to ensure that the Supplier Personnel and Supplier Providers do not engage in sexual activity with any person under the age of 18, regardless of the local age of majority or age of consent or any mistaken belief held by the Supplier Personnel or Supplier Provider as to the age of the person. Furthermore, the Supplier shall ensure that the Supplier Personnel and Supplier Providers do not engage in 'transactional sex' which shall include but not be limited to the exchange of money, employment, goods, or services for sex and such reference to sex shall include sexual favours or any form of humiliating, degrading or exploitative behaviour on the part of the Supplier Personnel and the Supplier Providers. For the avoidance of doubt, such 'transactional sex' shall be deemed to be Serious Misconduct in accordance with the previous clause.

- The Supplier shall promptly report in writing any complaints, concerns and incidents regarding Serious Misconduct or any attempted or threatened Serious Misconduct by the Supplier Personnel and Supplier Providers to FCDO, including FCDO's Counter Fraud Section at reportingconcerns@fcdo.gov.uk or +44 (0)1355 843747, and where necessary, the Appropriate Authorities.
- The Supplier shall fully investigate and document all cases or potential cases of Serious Misconduct and shall take appropriate corrective action to reduce the risk and/or eliminate Serious Misconduct being committed by the Supplier Personnel and Supplier Providers (which may include disciplinary action, termination of contracts etc.), such investigations and actions to be reported to FCDO as soon as is reasonably practicable
- The Supplier shall not engage as Supplier Personnel or Supplier Provider for the purposes of the Services any person whose previous record or conduct known to the Supplier (or reasonably ought to be known by a diligent supplier which undertakes the appropriate checks) indicates that they are unsuitable to perform the Services and/or where they represent an increased and unacceptable risk of committing Serious Misconduct.
- The Supplier shall comply with all applicable laws, legislation, codes of practice and government guidance in the UK and additionally, in the territories where the Services are being performed, relevant to safeguarding and protection of children and vulnerable adults, which the Supplier acknowledges may include vetting of the Supplier Personnel by the UK Disclosure and Barring Service in respect of any regulated activity performed by the Supplier Personnel (as defined by the Safeguarding Vulnerable Groups Act 2006 (as amended)) and/or vetting by a local equivalent service. Where FCDO reasonably believes that there is an increased risk to safeguarding in the performance of the Services,

the Supplier shall comply with any reasonable request by FCDO for additional vetting to be undertaken.

Failure by the Supplier to:

- put in place preventative measures to eliminate and/or reduce the risk of Serious Misconduct; or
- fully investigate allegations of Serious Misconduct; or
- report any complaints to FCDO and where appropriate, the relevant authorities (including law enforcement) shall be a material Default of this Contract and shall entitle FCDO to terminate this Contract with immediate effect.