



Foreign, Commonwealth  
& Development Office

## **Below EU Threshold ITT – Volume 2**

### **Terms of Reference**

## **ROK Approach to Digital Technical Standards**

### **SUMMARY OF REQUIREMENT**

The Foreign, Commonwealth and Development Office (“the Authority”) represented by The British Embassy Seoul, seeks to engage a Supplier or an implanting partner to deliver project under the title ‘ROK Approach to Digital Technical Standards’.

### **BACKGROUND**

The Foreign, Commonwealth and Development Office (FCDO) pursues the UK’s national interests and projects the UK as a force for good in the world. The British Embassy in Seoul (BE Seoul) maintains and develops relations between the UK and the Republic of Korea (ROK). As part of this, we seek to strengthen our bilateral relationship in digital technologies, as well as trade and investment ties.

ROK is one of the most digitised societies in the world. The country is already a world leader in telecoms and the ROK government has ambitions to build Korea’s capabilities in AI, quantum, cyber security and data. Leading the development of digital technical standards will likely play a key role in ROK’s attempts to realise it’s ambitions, and indeed has already played a role in Korea’s capabilities and reputation in telecoms; Korea’s 5G standard was adopted by the International Telecoms Union (ITU) and they have set-up a “6G Vision” working group (also in the ITU). As the home of Samsung and LG, Korea’s big tech companies also have a vested interest in the development of digital technical standards.

### **OBJECTIVE**

BE Seoul is commissioning research to examine how the government of ROK approaches and carries out policy on digital technical standards, and how it perceives the role of digital technical standards in its domestic and foreign policy ambitions. The research should also examine the role of ROK tech companies, such as Samsung Electronics and LG, in developing digital technical standards, including whether and how they work with the ROK government, and how they operate in Standards Developing Organisations. This work will inform the UK’s policy cooperation with ROK in digital technologies.

## SCOPE OF WORK

Informed by desk research and interviews (with members of SDOs, ROK industry representatives and academics), this project should address the following questions/points:

- ROK Government Approach/Process
  - What is the ROK government's approach and who leads on policy related to digital technical standards setting?
  - What are the key government or arms-length bodies in digital technical standards policy and development, what are their competencies and how are they coordinated?
- ROK Priorities
  - What are the priority areas of standards development for ROK and how are they set (e.g. by industry or government)?
  - When ROK sets about leading a particular standard (e.g. 5G), how do they go about doing this?
- ROK Industry
  - What is the relationship between ROK government and industry (with regards to standards setting)?
  - Does Korean industry work together on the development of digital technical standards, or do they work/operate independently of each other?
  - Does ROK engage or coordinate with non-industry stakeholders, or otherwise encourage their participation in digital technical standards development? If so, how?
  - How does ROK (both government and industry) operate in SDOs, and in which SDOs are they most active? Do they send many government officials or does the government rely on big tech/industry to represent ROK?
- Geopolitical and multilateral considerations
  - Does ROK (both government and industry) tend to align (and/or work) with particular countries and/or geographical groupings (e.g. do they tend to support/champion standards developed by particular countries)? Are there trends – including in voting patterns or the standards that ROK adopt domestically – that demonstrate that ROK is influenced by geopolitical/strategic factors?
- Consequences for the UK
  - Where does the UK and ROK diverge with regards to the technical standards landscape, e.g. on preferred fora for particular types of standards, and on common areas of interest such as AI, 5/6G, smart cities, and internet protocols, etc.?

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

Stage	Timeline
Provisional Selection of a Preferred Tender	w/c 7 November 2022
Contract Sign, Commence Project Delivery	w/c 14 November 2022
Literature review	w/c 12 December 2022
Mid-point review	w/c 23 January 2023
Full draft for comment	w/c 27 February 2023
Final draft	17 March 2023
Presentation of findings	w/c 20 March 2023

## REQUIREMENT

The project entails below elements:

- A) Desk research into Korean digital technical standards policies, (government and non-government) activity in SDOs, international cooperation etc;
- B) Case studies detailing instances of ROK showing global leadership on specific standards;
- C) Interviews with members of SDOs, ROK industry representatives and academics;
- D) List of responsible authorities or regulators in Korea;
- E) Milestone meeting every 2 weeks between BE Seoul and implementer for updates on progress of research and offer direction where required.

## OUTPUTS / DELIVERABLES

Deliverable	Description	Format
Literature review	Literature review outlining ROK's current public stance on digital technical standards, as well as the role digital technical standards play in geopolitics. This should be a scoping review of open source research (academic research, published government comms, published reports from SDOs), information and public strategies.	Written report
Mid-point review	Deep-dive call into progress of research so far	Virtual call
Full draft for comment	First full draft of report for BE Seoul and wider HMG comment	Written report
Final draft	Final Written report with all necessary amendments made and agreed.	Written report
Presentation of findings	Presentation to HMG stakeholders of the report, followed by Q&A. Session will identify points for amendment ahead of finalisation of the report.	Virtual call

## **METHODOLOGY**

- 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.
- 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.
- Your response to our requirement will be evaluated under the following headings based on a 60:40 split between the quality/technical aspects to your tender and the pricing thereof:
  - Technical Evaluation – 60%
  - Commercial Evaluation – 40%
- 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.
- 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.
- The Authority will evaluate each response in line with the published scoring methodology as specified in the Invitation to Tender (ITT).
- 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**

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

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technical experts cannot be changed during the course of implementation unless there is a non-performance reason, medical reason or resignation.

### MONITORING

- The Supplier shall provide meetings every two weeks for update on progress and provide steers when required, as well as a deep-dive call at the mid-point of the project.
- When the service has been completed the Supplier shall prepare and send a final reports to FCDO, British Embassy Seoul, including FCDO monitoring and completion report of the programme.

### SKILLS AND COMPETENCES

1. The team assembled by the Supplier will have to demonstrate knowledge or capability in:  
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 £45,000 inclusive of all taxes, on the following payment terms.

Submission and Acceptance	Payment
Final draft and presentation of findings	100%
TOTAL	100%

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?

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- Have you appropriate systems in place to manage an emergency / incident if one arises?

### **General Data Protection Regulation (GDPR)**

FCDO has ethics and open data policies and it is the responsibility of the Supplier to understand and comply with them. All data collection activities must adhere to the relevant ethics policies and guidelines for the United Kingdom and FCDO.

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in the standard clause 30 in section 2 of the Standard Terms and Conditions.

### **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

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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](mailto: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.