

**ASLIPWD2022 - Procurement of services of a website developer for the ASEAN Sustainable Leadership in Infrastructure Programme**

**Volume 2: TERMS OF REFERENCE**

ASEAN is at the heart of the UK's Integrated Review and Indo Pacific Tilt.

As a result, supporting the Masterplan on ASEAN Connectivity (MPAC 2025) through collaboration on Sustainable Infrastructure is a key UK Government priority in the region.

It is estimated that the region's infrastructure needs amount to over \$110bn a year. ASEAN needs to not only attract more infrastructure funding, but also adopt more efficient practices that will help improve productivity across all stages of the lifecycle.

Sustainable Infrastructure is critical to realising the region's climate ambitions. Currently, approximately 70% of global greenhouse gas emissions come from infrastructure construction and operations such as power plants, buildings, and transport. The global building stock is expected to double by 2050. A large proportion of this growth will come from emerging markets with growing populations. In ASEAN increased investment in greener, longer-lasting infrastructure will not only support delivery of carbon emission targets, but also spur near-term job creation.

The UK and ASEAN have been collaborating closely on Sustainable Infrastructure; exchanging broad ideas on project planning, preparation and appraisal, funding and procurement, and establishing sustainability in practice.

Building on this momentum, the UK has decided to further boost ASEAN Member States (AMS) capacity by creating a modular course sharing best practise and lessons learnt for developing truly sustainable infrastructure which maximises on the socio-economic benefits for the region. Aimed at policy makers and practitioners, this course will:

1. Support the *Framework for Improving ASEAN Infrastructure Productivity* through exchanging knowledge on upstream infrastructure management. Share best practise on developing and implementing robust, merit-based frameworks for project screening, planning and appraisal; including assessing value for money, commercial viability, financial affordability and operational deliverability.
2. Share lessons learned on implementing sustainability in practice, including preserving ecological value of the site and optimising existing infrastructure projects and assets.
3. Support the *Framework for Improving ASEAN Infrastructure Productivity* through exchanging knowledge and best practise on attracting private sector investment. Strengthen capacity on public investment management and procurement.

The curriculum, designed by the Authority, is as follows:

- Theme 1: Towards Net Zero: Impact on Urbanism & Infrastructure
- Theme 2: Sustainable Systems to Delivery Better Built Environment
- Theme 3: Enablers to 'Build Back Better'
- Theme 4: Project Delivery Frameworks
- Theme 5: Sustainable Funding & Financing
- Theme 6: Towards Net Zero Contracts & Procurement
- Theme 7: Leveraging Support & Collaborations Towards a Net Zero World

The course will involve participants from all ten AMS. The content for the course has been developed through discussions with ASEAN Secretariat by experts from various

organisations. *The course will be delivered virtually.*

### **Online portal requirements:**

- Supplier will be responsible for providing an online portal as per requirements of HMG.
- The portal will act as a one stop shop for students to access lectures, fireside chats, notes, hosting a discussion forum for students and course convenors to chat about the lectures. Lecturers will also need to have access to the portal to upload relevant course materials including documents, videos, audios etc.
- Essential features required: Live chat functionality, Noticeboard, Diary planner – so that lectures automatically sync with calendars of students with automatic reminders, Reading List and Library of materials.
- Supplier needs to recommend a solution – identify whether it's a bespoke or an off the shelf solution. HMG does not have a preference.
- Supplier will need to maintain the portal until 31 March 2023.
- Some lectures/modules may be delivered through Moodle. The portal will need to interface with Moodle seamlessly.
- The materials will need to be available for download to students at any point in time throughout the duration of the course without any download limits.
- The portal will need to be designed so that it is easily accessible on wide variety of devices including mobile phones, tablets and computers irrespective of operating system.
- The supplier is responsible for procuring the right hosting platform suitable for the requirements of the course.
- Supplier will need to include all associated costs related to the online portal such as purchasing domain, maintaining website including required cloud storage to store all course materials.
- The supplier will be responsible to create a safe and secure platform in line with GDPR regulations and Cyber Security Standards (<https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>).
- Upload all materials in a timely manner and implement measures to track engagement.
- The supplier will need to ensure that videos/lectures etc have enough bandwidth to be viewed seamlessly and the website doesn't suffer from lag.
- Supplier will need to have a helpline to support users with any issues such as logging in, difficulty in accessing materials etc.
- Ownership of the portal will rest with HMG.

<b>Anticipated Start Date</b>
25 July 2022

<b>Anticipated End Date</b>
31 March 2023

<b>Deliverables</b>
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## Below EU Threshold ITT - Volume 2

Stage	Timeline
Contract sign, commence project delivery	25 July 2022
Submission of draft website design	10 August 2022
Internal testing of portal	20 August 2022
Online student portal goes live	05 September 2022
Continued updating and maintenance	Till 31 March 2023

Deliverable Acceptance Criteria	
Submission of draft website design	10 August 2022
Approval of portal by HMG after internal user testing	26 August 2022
Portal goes live	05 September 2022
End of course	31 March 2023

Cyber / Data Protection
<p>The supplier will need to adhere to the cyber security standards prescribed by the UK Government. Click to link to learn about the standards: <a href="https://www.gov.uk/government/publications/minimum-cyber-security-standard">Minimum Cyber Security Standard - GOV.UK (www.gov.uk)</a></p> <p>All data will need to be processed and stored in accordance with GDPR rules and regulations. Data would include but not be limited to:</p> <ul style="list-style-type: none"> <li>- All documents pertaining to the course;</li> <li>- Personal details of all stakeholders including participants, module providers, HMG staff etc.;</li> <li>- Webinar platform used;</li> <li>- All audio/video recordings;</li> <li>- Subject matter of the processing;</li> <li>- Duration of the processing;</li> <li>- Nature and purposes of the processing;</li> <li>- Type of Personal Data;</li> <li>- Categories of Data Subject;</li> <li>- Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data.</li> </ul>

Training and/or On-going Support
N/A

Options
N/A

On-boarding & Off-boarding
<p>Offboarding:</p> <p>At the end of the contract, the supplier will need to transfer ownership of the web portal to the Authority.</p>

**Quality accreditations**

ISO27000 series or equivalent. Adherence to Cyber Essentials.

**Intellectual Property Rights (IPR)**

HMG will have ownership of the materials and content created which will allow HMG to recycle the materials, and control, share wider distribution

**Contract Management**

The Delivery Partner will have a minimum of a weekly call, and would look for a communication style that works with all parties, frequency and format need to reflect the working priorities, as such anticipate more frequent dialogue as deadlines approach

**Constraints**

N/A

**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?

## 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 prevent Serious Misconduct by the Supplier Personnel or any other persons engaged and controlled by it to perform any activities under this Agreement (**“Supplier Providers”**) and shall have in place at all times robust procedures which enable the reporting by Supplier Personnel, Supplier Providers and beneficiaries of any such Serious Misconduct, illegal acts and/or failures by the Supplier or Supplier Personnel to investigate such reports.
- 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](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.