



GSMA

REQUEST FOR PROPOSAL

GSMA Mobile Innovation Hub Indonesia Incubation for Clean Energy Start-Ups

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Note: Sections A and B are both mandatory requirements of the RFP and must be submitted together.

Section A: Requested Services and Deliverables

1. GSMA overview

The GSMA represents the interests of mobile operators worldwide, uniting more than 750 operators with over 350 companies in the broader mobile ecosystem, including handset and device makers, software companies, equipment providers and internet companies, as well as organisations in adjacent industry sectors. The GSMA also produces the industry leading MWC events held annually in Barcelona, Las Vegas and Shanghai, as well as the Mobile 360 Series of regional conferences.

The GSMA Mobile for Development Foundation, Inc. ("GSMA") is a U.S. 501(c)(3) charitable organization that seeks to relieve poverty and improve living conditions throughout the world by identifying opportunities for social, economic and environmental impact and to stimulate the development of scalable, life-enhancing mobile-enabled services. The Mobile for Development team drives innovation in digital technology to reduce inequalities in our world. Singularly positioned at the intersection of the mobile ecosystem and the development sector, we stimulate digital innovation to deliver both sustainable business and large-scale socio-economic impact for the underserved. Our unique research and insights platform advances digital innovations and implementations that empower underserved populations to build a better future. Our in-market expertise informs partnerships between the mobile industry, tech innovators, governments and the development sector, and our unparalleled convening power motivates conversations and inspires action. To date, we have impacted the lives of over 126 million people.

2. Project overview

For this project, the successful Respondent will contract with the GSMA Mobile for Development (M4D) Foundation. The GSMA M4D Foundation is a 501(c)(3) non-profit organisation registered in Georgia, USA.

CONTEXT

GSMA Mobile Innovation Hub (MIH) in Indonesia

M4D has been partnering with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) to set up a GSMA Mobile Innovation Hub focusing on climate tech as part of the GIZ Indonesia Digital Transformation Center (DTC). Together with the Indonesian government, GIZ and the GSMA collaborates on the development of mobile/digital climate solutions.

The GSMA Mobile Innovation Hub (MIH), together with Indonesian government and local stakeholders, work across multiple focus areas that sit at the intersection of mobile, digital innovation, sustainable development, and climate action.

The focus areas of this collaboration are:

- Sustainable energy and green economic development
- Digitalisation of waste management (with a focus on plastic recycling and e-waste); and
- Natural resource management (NRM)

Start-up ecosystem and innovations in Indonesia

Indonesia's archipelago geography, large population and vast territory pose unique challenges to inclusive, reliable and sustainable energy service provision. The island nation consumes a significant amount of energy with the average use per capita being 34.4 GJ/capita per annum and growing at a rate of 7.52% annually compared to the G20 average growth rate¹. Related to this growth is the relative carbon intensity of Indonesia's energy generation with 75% of its energy generated through the burning of fossil fuels including oil, coal and gas². The Indonesian economy relies heavily on thermal power station which burn coal to generate electricity. The number of coal-fired power plants

¹ Climate Transparency Indonesia: Climate Transparency Report Comparing G20 Climate Action Towards Net Zero (2021)

² Ibid.

has been expanded to facilitate the industrialisation of Java and Sumatera³. However, this expansion has not been able to solve electricity issues in eastern part of the nation. For instance, located in one of the poorest provinces in Indonesia, Sumba is not fully connected to the centralised grid and over one-third of its households do not have access to electricity, while many others only have access for a few hours.

Renewable energy technologies enable faster transition toward a more sustainable power sector. Innovations related to better generation, conservation, storage and distribution of power can contribute to decrease reliance on carbon intensive energy⁴. Moreover, digital technology could be a catalyst for the uptake of renewable energy solutions in sectors such as transport, agriculture and natural resources. However, the MIH Indonesia and GIZ have identified that the Indonesia's innovation scene related to clean energy is rather nascent: clean energy entrepreneurs are struggling due to limited funding, low demand from the market and poor knowledge on technical and business aspect of the sector. Although the country is recognised as the powerhouse of digital economy in Southeast Asia, the [GSMA report entitled Investment in the Indo-Pacific Region](#) reveals that support and start-up hotspots are mostly concentrated in specific areas such as fintech, e-commerce, logistics, media, health and entertainment.

In order to address the challenges that Indonesia's renewable energy start-ups face, the GSMA Mobile Innovation Hub Indonesia wants to organise a small-scale targeted incubation programme for innovators and entrepreneurs with the focus on **renewable energy and energy-enabled digital solutions**. The objective of this effort will be to provide these start-ups with a programme of resources and services designed to help them to find their feet, to a point at which their vision becomes clearer and they can see their way towards becoming a viable business. This includes:

- Business advice such as supporting them to refine their MVP, business model and go-to-market strategy.
- Operational advice such as supporting them to develop solid organisational foundations.

This incubation programme, led by the GSMA MIH team will be a 6-month programme that spans from November 2022 until May 2023. The project will combine both virtual and face-to-face activities, split into five stages, outlined below:

1. Outreach call, selection of start-ups and gap analysis.
2. Content development for online and on-site incubation.
3. Online incubation.
4. On-site incubation week.
5. Post-incubation support.

Post-incubation week support through the provision of targeted mentoring (limited number of hours)

The targeted organisations for this incubation programme are:

- **Pre-seed** start-ups with a **digital/mobile** solution.
- Sector: renewable energy access and generation.
- Region: Indonesia (preferred regions: Sulawesi, Bali, NTB, NTT, Maluku and Papua).

GSMA seeks a supplier to support the GSMA MIH team with the implementation of this incubation programme.

³ Greenpeace 2015: [Human Cost of Coal Power](#)

⁴ Website: [The Conversation Five Essential Reads](#)

3. High level services and deliverables requirements/project description

Deliverable 1: Outreach call, selection of start-ups and gap analysis

The supplier is expected to support the MIH team with the outreach plan, to include:

- Detailed outreach plan – including overall concept, campaign plan (including social media campaign) and event tracking mechanism.
- Set up an online application process for applicants, including questionnaire enabling gap analysis of applicants.
- Conduct an online promotion event.
- Support the selection and registration process of applicants.

All these activities will be done in coordination with the GSMA MIH Team and signed off by the GSMA MIH team.

The following outcomes are expected from the deliverable 1:

- Partnership with up to five (5) start-up hubs/accelerators for the outreach.
- At least one (1) online promotion event conducted.
- Screening of all applications submitted and start-up's needs documented for final selection by MIH team.

It is expected that up to ten (10) start-ups will be selected by the GSMA team, in coordination with other stakeholders (e.g. GIZ) to proceed to the next phase below.

Deliverable 2: Content development for online and on-site incubation.

The content of the online and onsite incubation courses will be determined by the GSMA team based on the start-up needs identified in the previous phase above. The content of the incubation programme will include existing GSMA knowledge base, tools and resources as well as material developed by the supplier.

The content of the incubation programme should assist the start-ups in acquiring better business acumen (e.g. refine their MVP, business model and go-to-market strategy), operational acumen, know-how of using digital tech solutions and a basic understanding of climate resilience and adaptation practices.

The supplier is expected to:

- Produce learning modules and materials to complement the gaps identified at the start-up needs analysis stage.
- Provide capable facilitators/mentors to deliver the content.

All these activities will be done in coordination with the GSMA MIH Team and signed off by the GSMA MIH team.

The following outcomes are expected from the deliverable 2:

- Full set of content required for online and on-site Incubation stages determined based on the needs assessment.
- Submit all supplier content (pre-existing and newly developed) for GSMA approval.
- Finalise plan/learning modules for 1:1 sessions.

Deliverable 3: Online Incubation to support start-ups with product and market discovery.

During a two-month online incubation that consists of group workshops as well as individual 1:1 mentoring session, start-ups will be supported to navigate their entrepreneurial and innovation journey from ideation to value proposition. In addition, start-ups will also be encouraged to look internally and identify areas of organisational transformation. It is important to note that this stage is also intended to ensure the start-ups are provided with the pre-set tools in order to ensure they are better positioned to join the on-site incubation.

The supplier is expected to:

- Develop a detailed plan to deliver the online module (including plan for 1:1 mentoring sessions for start-ups).
- Provide the CVs of the facilitators who would deliver these modules.
- Plan to maintain interest and engagement from start-ups throughout the programme.

All these activities will be done in coordination with the GSMA MIH Team and signed off by the GSMA MIH team. The platform and mode of delivery of the online incubation content is to be discussed and agreed with the MIH team.

The following outcomes are expected from the deliverable 3:

- Full online plan, shared with registered start-ups at least a week prior to the launch of the online incubation.
- Completion of all online sessions (group) in time with start-up attendance and participation details documented.
- Conducting a minimum of 4 individual mentoring sessions for each start-up on selected topics matched against the needs assessment.

Deliverable 4: On-site Incubation to enhance readiness and expand opportunity

The MIH team will bring together up to ten start-ups from the online incubation phase. The key objective of the on-site incubation is to provide first-hand experience, a real-world knowledge and inspiration from thought leaders and experts from the broader ecosystem of clean technology industry. Participants will also be able to refine their business strategy and pitch. During the final pitch day, they will have the opportunity to pitch their business in front of ecosystem players.

The supplier will:

- Develop a clear plan outlining how the onsite-incubation week's agenda could facilitate start-ups to finalise their (Go-to-Market) GTM strategy, sustainability roadmap and pitch deck.
- Manage venue, food and beverages and other logistics needed for the physical event including selected start-up(s) travel to agreed location (flights, hotel, subsistence).

All these activities will be done in coordination with the GSMA MIH Team and signed off by the GSMA MIH team.

The following outcomes are expected from deliverable 4:

- A series of well-planned workshops and in-class learning sessions conducted.
- Customised 1 on 1 consultation sessions (two per start-up) with mentor conducted.
- A session where each start-up presents their pitch deck to a panel consisting of ecosystem players.

Deliverable 5: Post-incubation Support

The post-incubation support is meant to provide the up to ten start-ups with specific 1-to-1 mentoring support. The idea is that this mentoring will provide them with continuous business advisory and support service, so that they can apply the learning of the online and onsite incubation phase and guide them in the commercial implementation of their idea.

The following outcomes are expected from deliverable 5:

- Two hours of 1 to 1 mentoring and consultation sessions are provided for each start-up, to be delivered within one month after the completion of deliverable 4
- Report and presentation documenting each start-up's growth against their identified needs at the start-up of the project

With regard to the monitoring, evaluation and learning (MEL) activities, the supplier is required to collaborate with the MIH MEL Manager.

3.1 Service Levels and service availability

The GSMA requires a named consultant respond to emails within one working day if feasible. Any delays or changes to plans must be communicated promptly.

The consultant will be available to have bi-weekly/weekly report meetings with the GSMA Mobile Innovation Hub team.

3.2 Delivery milestones

Please see below project timelines (all dates subject to change):

Date: November 21 to December 20, 2022

Activity: Outreach call, social media campaign, online promotion event, registration, and selection.

Date: January 2 to January 9, 2023

Activity: Announcement, welcome and on-boarding for selected start-ups

Date: January 13, 2023

Deadline to complete content development (deliverable 2)

Date: January 16 to March 12, 2023

Activity: Online incubation

Date: March 13-17, 2023

Activity: On-site Incubation

Date: April 1 to April 30, 2023

Activity: Post-Incubation Support

3.3 Location of delivery

Indonesia

3.4 Project management requirements

Throughout the project, the supplier and the GSMA Mobile Innovation Hub team will have weekly updates.

GSMA MIH team will create a Microsoft Teams channel to manage the progress of the project. The supplier is required to update the GSMA team on progress weekly.

The supplier is expected to:

- a. Provide a named key point of contact.
- b. Respond to emails from the GSMA within 1 working day.
- c. Organise regular status meetings to report on project progress.
- d. Inform the GSMA about delays and complications in a timely manner.

All deliverables must be shared in English, as stated above. Language of daily communication with GSMA will be English. However, the presentation / engagement with start-ups during incubations can be in Bahasa Indonesia.

3.5 Ongoing support of deliverables

We expect to work closely with the supplier on the final deliverables and provide feedback on preliminary drafts before final delivery. In instances where the deliverable does not meet the quality criteria agreed, GSMA will expect to maintain communication for further iterations until agreed quality is met.

The selected supplier must be available to respond to GSMA questions up to 90 days after final submission of the final reports.

3.7. Out of scope

- **Thematic area:** this is determined by GSMA based on the needs of the donors and the GSMA.
- **Final decision of applicants:** this is determined by GSMA based on all input of the selection process.
- **Monitoring and Evaluation:** a dedicated M&E team within GSMA will provide the M&E framework and review the theory of change.
- **Donor reporting:** GSMA will be responsible for reporting to the donor(s).

4 Additional mandatory requirements

	Mandatory Requirements
i.	Client references
ii.	Examples of similar work done previously
iii	Project team CV's or biographies
iv	English and Bahasa Indonesia speakers in project team
v.	Proven experience in providing technical assistance for start-ups in Indonesia

Note: These requirements must be met or the Proposal will be rejected.

5 RFP timeline

5.1 The RFP timeline below is subject to change at GSMA's sole discretion.

Time and Date	Action
07 October 2022	RFP Issued
11 October 2022	Submit questions to GSMA by this date
12 October 2022	Answers circulated back to all Respondents
18 October 2022 5PM WIB	Cut off time and date for proposal to be received by GSMA
19-24 October 2022	Estimated GSMA assessment period
25 October 2022	Shortlisted Respondent presentations [if required]
26 October 2022	Estimated date invitation to negotiations extended to one or more Respondents
17 October 2022	Contracting begins

Note: Timeline is subject to change

6 GSMA Contact details

6.1 All correspondence and queries in relation to this RFP must be emailed to:

Rifan Bachtiar (rbachtiar@gsma.com) and Orla Ryan (oryan@gsma.com)

6.2 Queries are accepted in written form only by email, and GSMA's responses will be copied to all Respondents, including an anonymous version of the query. No queries will be answered, except in extraordinary circumstances within GSMA's sole discretion, except on the deadlines as provided in the question-and-answer period described in the RFP Timeline.

7. Proposal structure

Responses to questions should correspond with the question number designated. Such RFP response shall include comprehensive detail for each section delineated. Where proposals are incomplete or not supplied, they may not be considered for evaluation. The supplier should respond to this RFP with a proposal, at a minimum, that include the following requirements:

- The supplier previous relevant experience in Indonesia and ASEAN.
- The supplier networks and talent pool in Indonesia.
- The proposed approach – includes any proposed changes to the approach as set out above, details on how the consultant(s) would structure the project, and initial proposals on potentially relevant stakeholders.

- A detailed budget and timeline – including fee rates for all key staff members, the number of days allocated to specific tasks, and any anticipated reimbursable expenses.
- CVs of all proposed team members.

Delivery of respondent RFP response

1. All RFP responses must be in English
2. Respondents will by email electronically submit a full documentation package no later than **18 October 2022, 17.00 WIB**.
3. Electronic submission should not exceed more than 10 mb in size and will be accomplished through email to the following address: GSMA Contact: rbachtiar@gsma.com and oryan@gsma.com.
4. Acknowledgement of receipt of electronic submission will be sent by the next day of receipt before Close of Business.
5. The GSMA recommends the Respondent obtain proof of timed delivery.
6. In case the Respondent encounters a problem in its electronic submission, please contact **Rifan Bachtiar, Senior Market Engagement Manager**, GSMA Mobile Innovation Hub Indonesia: by telephone at +62 878 7404 3451 or by email at rbachtiar@gsma.com and oryan@gsma.com.
7. Failure to comply with above requirements may result in a disqualification. If, following submission of the tender, the information contained therein changes, please advise the above-named immediately.

7.1. Fees and charges

1. Respondent should provide all relevant detail on how the Services and Deliverables are to be charged.
2. Respondent must provide a breakdown of the charges per item, or per hour broken down by function, as may be applicable according to the Table in “Total Price”, Section 7.2, below.
3. For the avoidance of doubt, GSMA’s payment terms are contained in the GSMA Standard Terms & Conditions (“T&Cs”), attached to the email containing the RFP, and are sixty days from receipt of an undisputed invoice, which should be raised following acceptance of Services and/or Deliverables.
4. Please note, GSMA does not make advance payments prior to completion of the Services and Deliverables unless the payment requested is specifically traceable to purchase of items required to perform the Services or provide the Deliverables, which would otherwise be a loss for the Respondent. Any specific payment requirements must be notified as part of the RFP response.
5. The Respondent’s Total Price is inclusive of all costs, insurances, fees, costs, expenses, liabilities, obligations, risks, and all financial requirements for the performance of Services and provision of Deliverables.
6. Any charge not stated in this Proposal, which extends above to the Total Price, is not permitted.
7. Total Price is exclusive of VAT but inclusive of all other taxes.

7.2. Total Price in GBP (£)

Item/Title	Unit/Activity Description	Standard Base Rate	Discount Applied	Discounted Rate	Volume	Total Charge
Deliverable 1: Outreach call						
Deliverable 2: Content development						
Deliverable 3: Online Incubation						
Deliverable 4: On-site Incubation						
Deliverable 5: Post-Incubation						
Other direct costs (Events, travel, etc)						

Section B: GSMA RFP Process Guidelines and Requirements

Schedule 1

GSMA RFP Process and Expectations

1. Definitions

- 1.1. **Request for Proposal** ("RFP") means this document, together with its Schedules and any addendums, exhibits, or policies referenced herein.
- 1.2. **GSMA** means the entity identified in Section A, part 2, as the GSMA contracting entity.
- 1.3. **GSMA Group** means the GSM Association, GSMA Ltd., the GSMA Mobile for Development Foundation, their Affiliates and GSMA members together with the directors, employees and agents of each of those.
- 1.4. **Respondent** means any party that has a) signed an NDA; and b) received this RFP.
- 1.5. **Deliverables** means the items, documents, or other tangible products to be provided to GSMA as outlined in this RFP.
- 1.6. **Services** means the services outlined in this RFP.
- 1.7. **Service Level Agreements** ("SLAs") means the standards for the level of service that Respondent will provide to GSMA under any agreement for the provision of services that may be entered between the parties. The SLAs will be tied to service credits, which will be provided to GSMA should the Services not reach the minimum standard as outlined in the SLAs.
- 1.8. **Proposal** means the Respondent's response to this RFP.
- 1.9. **Term** means the period required to complete the Services and Deliverables as detailed in this RFP.
- 1.10. **Total Price** means the "all-in" cost of Respondent's provision of the Services and Deliverables, and will be deemed to include all expenses (unless otherwise stated). Total Price is exclusive of VAT or sales taxes, but inclusive of all other taxes and fees.

2. Services and Deliverables

- 2.1. The Services and Deliverables required are as set out in this RFP.
- 2.2. The Respondent will confirm its Proposal meets all the requirements defined in this RFP. Any variations must be clearly highlighted in the relevant deficient section of the Proposal. Any variation in the Proposal from the requirements stated by GSMA in this RFP are not deemed accepted by GSMA unless specifically highlighted in the Proposal.
- 2.3. Should the Proposal developed by Respondent be of interest to GSMA, any agreement pursuant to this Proposal shall comprise the contents of the Proposal, subject only to amendments as agreed by the GSMA.
- 2.4. If the Respondent also wishes to submit an alternative proposal, the Respondent must clearly define the alternative method and commercial terms in a separate proposal. Alternative proposals should be submitted when the Respondent feels there is a superior way to achieve the GSMA's goals under this RFP which do not fit the particular requirements contained herein.

3. Requirements on Respondents

- 3.1. GSMA hereby invites you to submit a Proposal for the Services and Deliverables in accordance with the requirements of this RFP.
- 3.2. This RFP and the information contained herein are strictly confidential. This RFP is subject to the terms of the NDA signed by both GSMA and Respondent relating to this RFP. Any information held in this RFP or associated materials may be used only for the purpose of preparing and submitting a Proposal to GSMA. This RFP remains the property of GSMA. This RFP or any information held in this RFP shall not be duplicated, disclosed or distributed to any third party without the prior written consent of GSMA and, unless otherwise expressly agreed between the parties in writing, all material submitted becomes the property of GSMA. Notwithstanding any provision of the NDA, GSMA shall have no obligation to return or destroy any Proposal and related materials received.
- 3.3. Respondents must not:
 - 3.3.1. Tell any other party what their Proposal contains or may contain;
 - 3.3.2. Try to obtain information about any other party's Proposal;
 - 3.3.3. Make arrangements with another organization about whether or not it should submit a Proposal or about the other organization's Proposal or lack thereof; or
 - 3.3.4. Offer any inducement of any kind in relation to obtaining this or any other contract with GSMA.
- 3.4. Accuracy of data/Respondent responsibilities
 - 3.4.1. GSMA has taken reasonable care to ensure the RFP is accurate, but GSMA gives no representation or warranty as to the accuracy or completeness of the information contained in this RFP. The Respondent is responsible for ensuring a complete understanding of all the requirements, conditions, risks and any circumstances relating to the performance of the Services, provision of the Deliverables, and this RFP. The information contained in this RFP may be subject to change without prior notice.
 - 3.4.2. The Respondent is solely responsible for becoming familiar with the RFP requirements and conditions that might affect the cost or performance of any Services or provision of the Deliverables. Failure to do

so is solely at the Respondent's risk, and no relief will be given by GSMA for errors or omissions in the Respondent's Proposal, nor for changing circumstances.

3.4.3. The Respondent must pay special attention to the RFP Timeline, as any failure to meet the deadlines contained therein may result in the rejection or the down-scoring of the Proposal, in GSMA's sole discretion. GSMA reserves the right to amend or end the RFP process at any time without incurring any liability/penalty to the Respondent.

3.5. Completeness of Proposal

3.5.1. The Respondent is required to submit answers to all questions in this RFP. Proposals will be down-scored for failure to answer any question fully.

3.5.2. The Respondent is required to clearly state if they do not wish to respond to a specific question, and explain such refusal.

3.6. Cancellation or Amendment

3.6.1. GSMA reserves the right to cancel the RFP and/or the Services and Deliverables at any time, either in part or whole, at the sole discretion of GSMA. In such cases, GSMA will not be liable for any costs incurred by the Respondent in this RFP process.

3.6.2. GSMA reserves the right to amend the RFP by issuing such notice to all Respondents which may: (i) extend or reduce the RFP Timeline; (ii) extend or reduce any timeline for Services and Deliverables; or (iii) amend the scope of the Services and Deliverables.

3.6.3. Nothing in this RFP constitutes an offer capable of acceptance by the Respondent.

3.7. Validity

3.7.1. The Proposal shall constitute an offer which remains valid for three (3) months from the closing date for receipt of the Proposal.

3.8. Acceptance

3.8.1. GSMA reserves the right to accept a Proposal in whole or part, and acceptance shall not be deemed to occur until a Schedule, containing the agreement of the parties with relation to the Services and/or Deliverables (subject to the GSMA Standard Terms and Conditions) has been fully executed by GSMA for the Services and/or Deliverables covered by this RFP.

3.8.2. GSMA is under no obligation to accept the lowest priced Proposal, and reserves the right to reject any Proposal for any reason, in GSMA's sole discretion.

3.8.3. Any decision as to the successful Proposal is a matter solely for GSMA based on whatever criteria GSMA deems relevant.

3.9. Post-Proposal Negotiations

3.9.1. GSMA may, at its option, conduct post-tender negotiations with one or more Respondents.

3.9.2. GSMA may invite Respondents to present the Proposal, answer any outstanding questions and conduct any post-Proposal negotiations.

3.10. Respondent Costs

3.10.1. All costs incurred by the Respondent in connection with this RFP, including but not limited to costs for preparation, transmittal, or presentation of any Proposal or other material submitted in relation to this RFP are entirely the responsibility of the Respondent and shall not be chargeable in any manner to GSMA irrespective of the Respondent's success or failure in the tender process.

3.11. Proposal Contents

3.11.1. The Respondent is required to submit a Proposal in accordance with the requirements this RFP, including a Total Price and a schedule of standard itemized rates, which are relevant to the work requested. Any subsequent negotiation regarding the scope of Services and Deliverables does not permit upward modification beyond the initially stated Total Price.

3.11.2. All variations from and failures to meet the requirements stated in this RFP must be identified explicitly as described in Section 2.2.

3.12. Language

3.12.1. All Proposals must be in English.

3.12.2. All Services and Deliverables will be provided in English unless otherwise explicitly noted.

3.13. Submission Guidelines

3.13.1. Respondents must submit their Proposal to the GSMA Contact by email no later than the date and time specified in the RFP Timeline.

3.13.2. The Respondent's emailed Proposal should not exceed 5mb in size unless otherwise agreed in writing by GSMA and in such cases, supporting documentation will be submitted as a supporting email and titled as such.

3.13.3. If, following submission of the Proposal, the information contained therein changes, Respondent must advise the GSMA Contact immediately.

3.14. Terms and Conditions

3.14.1. The terms and conditions governing any award of business are the GSMA Standard Terms and Conditions, as attached to the e-mail containing this RFP (the "T&Cs"). The T&Cs form the exclusive basis for the performance of Services and provision of Deliverables.

3.14.2. By submitting a Proposal, the Respondent acknowledges and agrees that:

3.14.2.1. At GSMA's option, Respondent will enter into a contractual agreement governed by the T&Cs, without any additions, omissions, or amendments; and

3.14.2.2. Respondent will be bound by any requirements in this RFP, representations in its Proposal, and the T&Cs.

3.15. Structure of Respondent's Proposal

3.15.1. Respondent's Proposal shall comprise:

3.15.1.1. The Respondent's Proposal for the performance of Services and/or provision of Deliverables, including responses to all questions presented for the Respondent in this RFP (including all requested items in Section B, Schedule 2);

3.15.1.2. The Total Price, including price breakdown and itemization per Section A;

3.15.1.3. A copy of the Declaration contained in Schedule 5, signed by the Respondent, containing the representations and warranties made by Respondent with relation to this RFP process which form part of the foundation of the relationship, including an intention to accept the GSMA Standard Terms and Conditions applicable to this transaction should Respondent's Proposal be selected; and

3.15.1.4. Copies of Respondent's audited company accounts (such as the directors' report, auditors' report, balance sheet, profit and loss account, cost of sales accounts and full notes) for the past three accounting years (or for your full period of trading if less than twelve months) in the Proposal. Note: If Respondent cannot provide this information, please describe why and give the best alternative financial information available, such as a certified statement of turnover for the last year, signed by an independent auditor or bank manager.

Schedule 2

GSMA Policies and Additional Considerations

1. Corporate and Social Responsibility ("CSR")

- 1.1. GSMA continuously commits to the preservation of the environment and achieving carbon neutral certification for our global events under PAS 2060, an internationally recognised standard. To achieve this certification, GSMA's carbon neutral consultants will implement data collection and carbon footprint calculation. Should Respondent's Proposal be successful, Respondent will be contacted by GSMA consultants to provide all necessary data related to participation in any event on which Respondent may be working.
- 1.2. GSMA takes its environmental impact seriously and has made a series of policy commitments to address the issue. Please outline the measures that Respondent's company has taken, or can take, in order to minimize the environmental impact of Respondent's proposed solution.
 - 1.2.1. In what way should GSMA deem Respondent's Proposal environmentally preferable?
 - 1.2.2. Please attach a copy of the formal CSR policy for Respondent's company.

2. Insurance

- 2.1. Respondent shall procure and maintain for the duration of the contract insurance against claims for injuries, damages, or other types of losses that may arise from or in connection with the performance of the work hereunder by the Respondent, its agents, representatives, or employees. The cost of such insurance shall be borne by Respondent.
- 2.2. Respondent shall provide to the GSMA, at time of tender, original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. Respondent's cover note will be presented on the insurance broker's headed paper detailing all the insurance held, the term of each insurance, level of cover, and any exclusions.
- 2.3. Respondent's insurance coverage shall be the primary insurance coverage for all claims related to this contract. GSMA and its affiliates, officers, officials, employees, and volunteers are to be covered as additional insureds. Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to GSMA. GSMA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 2.4. If Respondent's current insurance coverage is insufficient to meet GSMA's standards, Respondent agrees to procure such insurance as GSMA requires prior to execution of any MSA.

3. Code of Conduct

- 3.1. Respondent shall comply with the GSMA code of conduct as laid out in Schedule 4.

4. Conflict of Interest Policy

- 4.1. A conflict of interest is a set of circumstances that creates a risk that an individual's ability to apply judgment or act in one role is, or could be, impaired or influenced by a secondary interest. It can occur in any situation where an individual or organization can exploit a professional or official role for personal or other benefit. Conflicts can exist if the circumstances create a risk that decisions may be influenced, regardless of whether the individual actually benefits. The perception of competing interests, impaired judgment or undue influence can also be a conflict of interest.
- 4.2. Examples of conflicts of interest situations such as:
 - 4.2.1. When a supplier has a direct or indirect financial relationship with a GSMA employee, customer or competitor; or
 - 4.2.2. When a supplier has a non-financial or personal relationship with a GSMA employee, customer or competitor.
- 4.3. Conflicts of interest can be actual, perceived, or potential. GSMA treats these categories equally.
- 4.4. Disclosure of conflicts of interest is a continuing obligation, requiring an updated disclosure should a conflict of interest begin, end, or circumstances change in any material way.
- 4.5. The disclosures required in Schedule 3, Respondent Information, will form the basis for GSMA's internal analysis as to the acceptability of the conflict of interest and how it may be managed. Should any information contained therein prove to be inaccurate, GSMA reserves the right to terminate the contract immediately with no penalty, notwithstanding any other term in the MSA to the contrary.

5. Data Security

- 5.1. GSMA requires that Respondent hold and process all data/information (personal or not) in line with the regulatory requirements in GSMA's primary business locations (United States and/or United Kingdom, as applicable) and ensure that any data transfer is authorized and conducted in a secure manner. Respondent should describe whether data will be collected, processed, or transferred, and how Respondent will comply with GSMA's data security standards, as well as with all relevant regulations.

- 5.2. Any information systems that hold information are required to be controlled in line with good information system security and operation measures and protected against information and service loss (physical and logical). Respondent should describe its information security and operation measures, including measures to protect against loss.
- 5.3. Respondent agrees it will agree to and comply with the GSMA Data Protection Addendum, attached to the T&Cs as Exhibit 1.

6. Regulation

- 6.1. Respondent should state whether the industry with which it is engaging regulated, and if regulated describe how. Respondent should demonstrate how Respondent's company meets this regulation.
- 6.2. Respondent should describe any future regulation that may affect the Services and Deliverables requested in this RFP, and demonstrate how Respondent will meet this regulation.
- 6.3. If Respondent is an organization based in the United Kingdom, please note whether, and how, TUPE would apply to any potential transaction between Respondent and GSMA.

7. Business Continuity and Disaster Management

- 7.1. GSMA requires organizations with which it transacts to take reasonable measures to protect the operation of their business in the event of a business interruption event (both physical and logical). Respondent should attach a copy of Respondent's company's business continuity policy and disaster management plan.

8. Service Level Agreements

- 8.1. **"Service Standard"** means in relation to the performance of any of the Services and provision of any Deliverables, Respondent and its third-party respondents, suppliers, agents and sub-licensees shall carry out those Services and provide those Deliverables:
 - 8.1.1. in a good, safe and professional manner and in a manner free from dishonesty and corruption and in accordance with the US Foreign Corrupt Practices Act, UK Bribery Act and any applicable anti-bribery or anti-corruption legislation;
 - 8.1.2. without material deviation from the best practice of a reasonable and prudent company and with adherence to relevant standards;
 - 8.1.3. in accordance with all relevant provisions of the service agreement, and any rules, codes, policies, procedures and standards notified to the Respondent, as revised from time to time during the Term in accordance with the service agreement;
 - 8.1.4. in co-operation with GSMA, its agents, sub-licensees and Respondents especially, but without limitation, in relation to the provision of information reasonably requested by GSMA;
 - 8.1.5. in a manner which is not detrimental to the public image and reputation of GSMA or any of its Affiliates; and
 - 8.1.6. in a manner not less professional than the manner in which the Respondent would perform similar services for its other customers.
- 8.2. Respondent should provide suggested service level agreements ("SLAs") to dictate acceptable response times for provision of the Services and Deliverables. The proposal of SLAs should include suggested service credits available should the service level fall below the standards set in the SLAs.

Schedule 3 Respondent Information

Respondent should complete this form and return to the GSMA Contact on the date noted in the RFP Timeline for Respondent's indication of the intention to respond.

1. Company Information

Company Name	
Company Registration Number (if any)	
Address of Registered Office	
Street	
Town/County	
Country	
Post Code	
Web Site	
VAT registration No if applicable	
Financial Year-End	

2. Director Details

Please list the names of Respondent's company's directors (use an extra sheet if necessary). If not a limited company, list members of the Management Board, Partners, Associates, etc. who are responsible for the activities of the company or organization.

Company's directors	
List members of the Management Board	
Partners	
Associates	
Other	

3. Company Profile—Financial Data

	FY 1	FY 2	FY 3
Total Turnover			
Number of Full Time Employees			
Products/Services sold			
Services Provided			
Net Income			

Respondent must provide a copy of its audited company accounts (such as the directors' report, auditors' report, balance sheet, profit and loss account, cost of sales accounts and full notes) for the past three accounting years (or for your full period of trading if less than twelve months) for purposes of assessing financial soundness. If Respondent feels the audited company accounts do not provide a complete view of Respondent's financial health, Respondent should provide information sufficient for GSMA to ascertain the full picture.

Please note that copies of Respondent's balance sheet and profit and loss account for the past three accounting years (or its full period of trading if trading for less than twelve months) must be submitted to GSMA prior to submission of the Respondent's formal response to this RFP. This information is maintained in the strictest of confidence by GSMA in accordance with the Mutual Non-Disclosure Agreement entered into by GSMA and the Respondent, associated with this RFP.

4. Current Activity with GSMA

Does Respondent's company (or any branch or affiliate thereof) currently provide any products or services to GSMA?

☐ Yes ☐ No

If yes, please provide the following information for the products and services currently supplied to GSMA.

Project Name	Business Group and Contact	Description of Product or Services Provided	Total Project Cost

5. Insurance

Confirm the types and levels of insurance held. Please refer to the insurance policies in Schedule 2.

Insurance Type	Cover Currently Held
Public liability (third party) insurance	
Professional indemnity insurance	
Errors and Omissions insurance	
Workers compensation insurance [US only]	
Commercial liability insurance	
Commercial automobile liability insurance	
Other information	

Have any claims been made (or are any forthcoming) against Respondent's company's employer's liability insurance, public liability insurance, or professional indemnity insurance within the last three (3) years? If yes, please provide details.

6. Conflict of Interest Questionnaire

6.1. Please provide Respondent's instrument of ownership or beneficial interest, including a description of Respondent's corporate form, and any other information which may be relevant to GSMA's full understanding of this subject.

6.2. Ownership Share

Name	Address	Percent Ownership

6.3. Distributive Income

Name	Address	Percent Ownership

6.4. Does Respondent use a lobbyist or agent? If so, please disclose.

6.5. Disclosure must be made of any gifts or entertainment provided to GSMA employees in the past twelve (12) months.

6.6. Please provide details of current or previous employment of Respondent's personnel and ownership, (including self, spouse, and immediate family members) with ties to GSMA employees.

Schedule 4 Code of Conduct

Purpose

The GSMA Supplier Code of Conduct ("the GSMA Code") reflects our intent to minimise the social, environmental and ethical impact of our supply chain and to ensure that we and our suppliers act in a responsible manner.

Scope

This GSMA Code applies to all suppliers and suppliers in any capacity including agency workers, seconded workers, volunteers, agents, suppliers, external consultants, third-party representatives and business partners who provide goods or services, to or on behalf of GSMA. We require suppliers notify any sub-suppliers that are used on behalf of the GSMA of their responsibility to implement the GSMA Code.

Principles

GSMA expects all suppliers to adhere to the following principles and will cease trading with suppliers showing persistent disregard for important elements of environmental, social and ethical performance.

GSMA seeks to ensure that the working conditions at suppliers of the products and services we purchase meet the standards of the International Labour Organisation (ILO) and the Universal Declaration of Human Rights (UDHR)

Social Compliance

1. **Child Labour:** Organisations should ensure the effective long-term elimination of child labour, in a manner consistent with the interests of the children concerned.
2. **Forced Labour:** There should be no forced, bonded (including debt bonded), involuntary labour, trafficked labour and workers should be able to leave after giving reasonable notice.
3. **Health, Safety and Hygiene:** All employees should expect to work in an environment that is both safe and healthy. Adequate steps should be taken to prevent accidents occurring in the normal course of work including the provision of suitable health and safety training.
4. **Discipline:** Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is not acceptable. Disciplinary and grievance procedures shall be clearly documented and communicated to all employees.
5. **Freedom of Association and Employee Representation:** Organisations should adhere to all local laws regarding trade union representation and the formation of employee representation groups
6. **Working Hours:** working hours should not be excessive and shall comply with relevant national laws.
7. **Equality of Treatment:** Organisations will seek to avoid any form of unlawful discrimination in all aspects of employment including, but not limited to the following protected characteristics or any others that may be covered by local legislation: age; caste or tribe; disability; gender / sex; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sexual orientation; military status.
8. **Remuneration:** Wages and benefits afforded to workers should meet national standards. Workers should be provided with clear written information on their pay and conditions. Excessive deductions on wages should not be permitted as a disciplinary measure.
9. **Employment terms:** All workers should be provided with simple, written contracts which must detail the terms and conditions of their employment. Contracts should be clearly understandable to each worker. Work performed should be on the basis of recognised employment law and practice.
10. **Right to work:** It is expected that supplier's hiring practices will accurately verify a worker
11. **Community impact:** Organisations are encouraged to support the communities in which they operate through appropriate community initiatives.

It is understood that organisations must comply with national and other applicable laws and regulations and where there is conflict between these and the GSMA Code then the highest standards linked with such laws and regulations shall be applied.

Environment

We seek to ensure that appropriate attention is paid to environmental issues when GSMA purchase products and services. In all cases suppliers should be able to demonstrate environmental policies and management systems sufficient to ensure continuous improvement in environmental performance and be in accordance with local and internationally recognised environmental standards.

Business Practices

Suppliers shall comply with applicable local laws and regulations concerning bribery, corruption, fraud and unethical business practices.

Schedule 5 Declaration

By submitting a Proposal, Respondent:

- 1) Represents and warrants that it has the authority to agree to the terms of this Declaration;
- 2) Understands that giving false, incomplete, misleading or inadequate information that materially affects or could materially affect the decision-making process could result in Respondent's exclusion from the list of approved RFP invitees, or subsequent determination of the contract in the event of it being awarded to Respondent;
- 3) Certifies that the information supplied is accurate to the best of Respondent's knowledge and that Respondent accepts the conditions and undertakings set out in this Declaration and the RFP;
- 4) Declares that the Proposal is made without collusion, knowledge, comparison of data or arrangement with any other company, firm or person applying to participate in the process for this RFP and is in all respects fair and without collusion and fraud; and
- 5) Acknowledges and agrees that, if selected as the successful Proposal:
 - (a) At GSMA's request, Respondent will negotiate, in good faith and within the required timeframes, any additional documents required in relation to this RFP including commercial terms;
 - (b) The provision of Services and Deliverables will be governed by the GSMA Standard Terms and Conditions applicable to the transaction, as provided to Respondent with this RFP; and
 - (c) Any agreement for the Services and Deliverables will contain no less favourable terms than those set out in Respondent's Proposal.