



GSMA

REQUEST FOR PROPOSAL

GSMA Mobile Innovation Hub Indonesia Participatory Mapping of Sea and Coastal Areas

Security Classification: This document contains GSMA Confidential Information

Access to and distribution of this document is restricted to the persons listed under the heading Security Classification Category. This document is confidential to GSMA and is subject to copyright protection. This document is to be used only for the purposes for which it has been supplied and information contained in it must not be disclosed or in any other way made available, in whole or in part, to persons other than those listed under Security Classification Category without the prior written approval of GSMA. GSMA makes no representation, warranty or undertaking (express or implied) with respect to and does not accept any responsibility for, and hereby disclaims liability for the accuracy or completeness or timeliness of the information contained in this document. The information contained in this document may be subject to change without prior notice.

Copyright Notice

Copyright © 2016 GSMA

Antitrust Notice

The information contain herein is in full compliance with the GSMA's antitrust compliance policy.

Table of Contents

Section A: Requested Services and Deliverables

1. GSMA Overview
2. Project Overview
3. Detailed Requirements of Service and Deliverables
4. Additional Mandatory requirements
5. RFP Timeline
6. GSMA Contact Details
7. Proposal Structure

Section B: GSMA RFP Process Guidelines and Requirements

Schedule 1 - GSMA RFP Process and Expectations

Schedule 2 - GSMA Policies and Additional Considerations

1. Corporate and Social Responsibility ("CSR")
2. Insurance
3. Code of Conduct
4. Conflicts of Interest Policy
5. Data Security
6. Regulation
7. Business Continuity and Disaster Management
8. Service Level Agreements ("SLAs")

Schedule 3- Code of Conduct

Schedule 4 - Declaration

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

Mobile for Development (M4D), within the GSMA, 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 projects have impacted 126 million citizens across 50+ countries to date. As part of M4D's efforts, we explore the power of digital technology to create a low-carbon and climate-resilient future. The GSMA and its members are committed to supporting climate action through digital innovation.

M4D has recently partnered 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 Indonesian Digital Transformation Center (DTC). Together with the Indonesian government, GIZ and the GSMA will collaborate on the development of mobile/digital climate solutions.

The GSMA Mobile Innovation Hub (MIH) will, together with the 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)

Participatory mapping of sea and coastal area in North Kalimantan

Indonesia is the world's richest in coastal blue carbon ecosystems, housing around 3 million ha of mangroves and 0.3 million ha of seagrass meadows.¹ This equates to carbon storage of 3.14 billion tCO₂e in mangroves and 0.39 billion tCO₂e in seagrass.² These habitats are under significant threat, with Indonesia having lost 40% of its mangroves in the past three decades to 2015, due to the rapid economic and population growth and the increase in both illegal and legal fishing activities.³

Moreover, the conversion of mangrove forests for agricultural plantations or aquacultures, which coupled with the absence of regulations regarding mangrove land use have led to the erosion of natural carbon sinks. Mangrove degradation and deforestation continues to be widespread in several parts of Kalimantan and the condition is further exacerbated with low compliance to existing laws and regulations, poor law enforcement and discordant policies representing key challenges. According to the World Wide Fund for Nature (WWF) (2016)⁴, North Kalimantan lost 215,592 ha (47%) mangrove forest by 2015. Currently, 82,478 ha of mangrove forests are allocated for production forests, 153,786 ha are designated for other land uses, and around 4,096 ha of mangrove forests are protected.

Nearly the whole coast of this province had dense mangrove forests up until the 1980s. Many mangrove areas have since been transformed, especially the back mangroves (WWF, 2016)⁵. Thus, North Kalimantan has become a priority area for the Indonesian government for mangrove conservation in Indonesia. Furthermore, they have also included mangroves restoration as a part of the country's National Recovery Program. The Coordinating Ministry for Maritime Affairs and Investment (CMMAI) is mandated to coordinate the related ministries and agencies, including Ministry of Marine Affairs and Fisheries, Ministry of Environment and Forestry, and the Mangrove and Peatland Restoration Agency to support mangroves rehabilitation across provinces in Indonesia.

The GSMA Mobile Innovation Hub is currently supporting GIZ's work in the mangrove conservation project in North Kalimantan through the participatory mapping of sea and coastal area. The project is located in **Desa Setabu (Setabu village), Sebatik Barat, Nunukan, North Kalimantan, Indonesia**.

3. High level services and deliverables requirements/project description

GSMA seeks a supplier to support the implementation of geospatial mapping in Setabu Village. The mapping process will be conducted with the participation of the community (a participatory mapping exercise). The output of this exercise has to be in the form of a mobile enabled digital dashboard that is easily accessible to the community as the local government.

Project Brief

The main activities of the community in Setabu Village is dominated by seagrass farming, with a minor part of the community work on oil palm plantations. The main reason for the high interest in seagrass farming is due to the significant increase in price of the dried seagrass. This provides business opportunities for the seagrass farming community via different working groups:

1. **Group 1 - Binding group;** The community group binding the seagrass to the stretch rope in coastal areas. This group mainly consists of working mothers and teenagers.
2. **Group 2 - Harvesting group;** The community group that is responsible for transporting binding seagrass' stretch rope to the area of drying location.
3. **Group 3 - Drying group;** The community group responsible for drying the seagrass in the drying location.

¹ Daniel Murdiyarso et al., "Creating blue carbon opportunities in the maritime archipelago Indonesia," (Policy Brief No. 3, November 2018), 1-4, [7058-policybrief.pdf \(cifor.org\)](https://www.cifor.org/publications/policy-briefs/creating-blue-carbon-opportunities-in-the-maritime-archipelago-indonesia).

² ibid.

³ ibid.

⁴ WWF, "The Environmental Status of Borneo", 2016, https://d2d2tb15kqhejt.cloudfront.net/downloads/The_Environmental_Status_of_Borneo_2016_Report.pdf

⁵ ibid

As the seagrass farming business has expanded over the years, the subsequent pressure on the mangrove ecosystem has also increased significantly. The seagrass farmers (All groups 1 – 3) tend to clear mangrove areas for drying locations for seagrass and clear the transportation routes.

As this activity has been unregulated and without any supervision, the above-mentioned practices have massively increased in the recent past. The GSMA Mobile Innovation Hub will support the GIZ and its mangrove conservation project through digital intervention of mobile technology in this area.

The key objective of the project is to map the geographical condition of sea and coastal area of **Setabu Village** and its affected areas. The project is also expected to be able to identify other societal aspects that may be directly and indirectly affected by seagrass farming practices, or other community activities that may endanger the mangrove conservation and its existence in the area.

This participatory mapping of sea and coastal areas will avoid further deforestation of mangroves due to seagrass farming practices and business processes and has been identified as one of long-term strategic solutions to address the mangrove deforestation issue in North Kalimantan and become one of the baselines for key stakeholders such as the policy and decision makers to strengthen long term climate resilience projects in mangrove conservation.

The project will also contribute to the One Map Policy (KSP) of the Indonesian government, where the results of the participatory mapping can be adjusted by Setabu Village's officials to the needs of Indonesia's One Map Policy.

The projects have identified main key deliverables/ output for the supplier as follows:

Preparation of Mapping Activity

Key output:

1. Detailed plan to deliver the participatory mapping activities with mobile-enabled and open-source technology.
2. Develop the training pack/module on using the mapping tools with the community members/ stakeholders who would be participating in the mapping activities.

During Mapping Activity

Key output:

1. Develop a dashboard (or interactive tool/system) to enable the mapping team to upload/share their data digitally. (This tool could be finalised in discussion with the GSMA team based on the mapping technology proposed by the supplier).
2. Conduct and facilitate the training on using the mapping tools with the community members/ stakeholders who would be participating in the mapping activities.
3. Conduct participatory mapping activities with the appointed and trained individuals.
4. The map is expected to cover the following aspects in **Setabu Village** (including but not limited to):
 - a. Seagrass farming
 - b. Shrimp ponds
 - c. Seascapes
 - d. Fishing area
 - e. Sea and land transportation route
 - f. Tourism spot
 - g. Mangrove conservation

Post Mapping Activity

Key output:

1. Geospatial map of Setabu Village based on mapping activities.
2. A project report, outlining the key conclusions (any specific findings or insights of the mapping process or the generated map and or/ dashboard) of the project.
3. A guideline/ simplified training manual to ensure the mapping activity can be continued by the community in the future (The project handover could be discussed with the GSMA team).
4. Conduct a workshop to present key learnings and results to the GSMA team.

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):

Task	Deliverable Deadline
Consultant appointed	01 December 2022
Project kick off meeting/ coordination	01 December 2022
Consultant project visit and survey	5 December 2022
Commence build of mapping tool(s)	5 December 2022
Training module finalized	9 January 2023
Deliver training to participants on mapping tools and techniques.	13 February 2023
Community participatory mapping starts	13 February 2023
Project report and final workshop with GSMA team	31 March 2023

3.3 Location of delivery

North Kalimantan, 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:

- Provide a named key point of contact.
- Respond to emails from the GSMA within 1 working day.
- Organise regular status meetings to report on project progress.
- 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 local community 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 project outputs 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.
- Project location:** this is determined by GSMA based on the needs of the donors and the GSMA.

- **Technology:** this is determined by GSMA based on the needs of the donors and the GSMA.
- **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 developing geospatial solutions

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
18 October 2022	RFP Issued
19 October 2022	Cut off time to acknowledge intention to respond by email.
19 October 2022	Submit questions to GSMA by this date
20 October 2022	Questions and answers circulated back to all Respondents
28 October 2022 5PM/GMT +7	Cut off time and date for RFP to be received by GSMA
31 oct - 3 November 2022	Estimated GSMA RFP assessment period
4 November 2022	Shortlisted Respondent presentations [if required]
7 November 2022	Estimated date invitation to negotiations extended to one or more Respondents
9 November 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:

Achmad Pradipta (apradipta@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 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 28 October 2022, 17.00 GMT.
3. Electronic submission should not exceed more than 10 mb in size and will be accomplished through email to the following address: GSMA Contact: apradipta@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 Achmad Pradipta, Market Engagement Manager, GSMA Mobile Innovation Hub Indonesia: by telephone at +817 0000 957 or by email at apradipta@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/ EUR

Item/Title	Unit/Activity Description	Standard Base Rate	Discount Applied	Discounted Rate	Volume	Total Charge
Deliverable 1: Pre Mapping Activity						
Deliverable 2: Participatory Mapping Activities						
Deliverable 3: Post Mapping						
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. The required coverage shall be delineated in the agreement awarded under this RFP.

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. Respondent must disclose any actual or perceived conflicts of interest in its submission. The GSMA will assess the nature and potential impact of any disclosed 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, process and transfer all data/information (personal or not) in line with the regulatory requirements. 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 Master Services Agreement 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.

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 4 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.