

GSMA MOBILE FOR DEVELOPMENT FOUNDATION

REQUEST FOR PROPOSAL

Digital and Climate Literacy Toolkit to support the projects of the GSMA Mobile Innovation Hub

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Document 1 of 2: Document 2, GSMA Standard Terms and Conditions, is attached to the RFP email. 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, Los Angeles, and Shanghai, as well as the Mobile 360 Series of regional conferences.

The GSMA Mobile for Development Foundation, Inc. ("GSMA Foundation") 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 93 million people.

2. Project overview

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

<u>CONTEXT</u>

GSMA M4D has recently partnered with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) to set up a GSMA Mobile Innovation Hub (MIH) as part of the GIZ Indonesian Digital Transformation Center (DTC). The MIH will work together with various stakeholders on areas at the intersection of mobile, digital innovation, sustainable development, and climate action.

The main objective of the GSMA MIH is to accelerate climate mitigation and resilience actions through five projects. Those projects cover three focus areas as follows.

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

These projects will be implemented across Indonesia from January – April 2023. Table 1 summarizes the projects.

С	Project overview
2.1 Rooftop solar energy estimator	Support Bali province in increasing renewable energy adoption mapping available rooftop space Using satellite
Location: Bali province	imagery to analyse energy generation potential of residential and public building rooftops.

Table 1: Project Summary

 2.3 Optimizing the use of new connectivity from self-sufficient towers for remote islands Location: Natuna regency, Riau Islands 	Using internet access to enable remote society in Natuna island adopt climate friendly digital solutions.
3.1 A study to develop and implement digital waste data management	Develop a guideline on digitising waste data management in Denpasar city
Location: Denpasar, Bali	
4.1 Participatory mapping in coastal and marine areas	Conduct participatory mapping in coastal and marine area to monitor impacts of seagrass farming towards mangrove
Location: Setabu village,	
Nunukan regency, North	
Kalimantan	
4.2 Introduction of IOT to	Pilot project of environment friendly shrimp farming with
encourage more sustainable	the support of digital technology
shrimp farming	
Location: Bebatu village,	
Tana Tidung regency, North	
Kalimantan	

As shown in table 1, the MIH projects will leverage digital solutions based on mobile technology that can reach a broad audience and effectively encourage climate action. However, the effectiveness of employing mobile-enabled technologies to face climate emergencies depends largely on addressing the following barriers identified in our latest report entitled <u>The State of mobile-enabled climate technology in Indonesia</u>. Based on the study, these barriers emerge as critical obstacles hindering the adoption and scale-up of mobile-enabled digital solutions from addressing climate mitigation and resilience in all three areas, namely:

- technical barriers such as connectivity,
- political barriers, such as complex administrative ecosystems that hinder collaboration, and
- behavioural barriers where communities in the most sensitive regions are still reluctant to adopt climate tech solutions.

Our report suggested an ecosystem approach where climate-friendly digital solutions are implemented with multi-stakeholder collaboration and taking additional steps to **build the capacity of communities and local governments to accelerate the adoption of mobile-enabled solutions**. With the growing threats due to climate change, there is also an urge to build the awareness of the communities and local governments on climate change and particularly the ways in which they could build resilience while sustaining their livelihoods.

Therefore, to support the introduction of mobile-enabled digital solutions to address climate change, the GSMA MIH plans to develop and deliver digital and climate literacy content. This content will mostly target coastal communities and local governments where the projects will be implemented (table1). The delivery methods of the contents vary depending on the need of the targeted groups. Refer Table 2 for details of different content and delivery methods proposed.

Table 2: Summary of the GSMA MIH Workshops					
Type of Workshop/content	Target audience	Objective	Delivery format		
General video/educational on climate literacy	Coastal communities in remote Indonesia. (Should also be relevant for a wider audience)	 Discuss basics of climate change and climate crisis Outline how mobile- enabled digital technologies could help to improve climate resilience 	Video to be telecast during trainings (below).		
Digital and Climate literacy for local champions	Identified community leaders and influencers in Natuna Island	 Share resources-tools & know-how guide to non-tech savvy audiences to use digital technology. Create additional (further to the video above) awareness on climate change, guide local champions to access relevant resources and climate tech solutions in order to help/guide community members. 	Interactive workshop 2 days 20 Participants from Natuna regency (Riau Islands)		
Climate literacy for policy makers	Public officers from Bali and North Kalimantan	 Create additional (further to the general video and the local champions climate resources) awareness on climate change, Provide Indonesia context and the national/regional approach to climate resilience, highlighting how they could individually support in their roles. 	One workshop for policy makers to be held in Bali, joined by all the participants. 2 days 30 people (24 from Bali, 6 from North Kalimantan)		
Advanced digital literacy for policy makers	Public officers from Bali and North Kalimantan	 Understand the importance of human centric application and needs identification methods. Plan the development of municipal application Develop impactful and effective user acquisition strategy 			

The GSMA MIH seeks a supplier to support the projects with content development and **delivery**. The supplier is expected to have the expertise to develop the content outlined above and deliver the content to the targeted groups in the required formats.

3. High level services and deliverables requirements/project description

PROJECT DESCRIPTION AND OBJECTIVES

The GSMA MIH plans to contract a suitable supplier to develop and deliver the digital and climate literacy program that includes the following types of content (as per the table above and repeated below):

- General video/educational documentary on climate literacy
- Digital and Climate literacy for local champions
- Climate literacy for policy makers
- Advanced digital literacy for policy makers

The project's key deliverables are listed below.

Phase 1: Planning and Preparation

In this phase, the supplier and the GSMA MIH team will conduct a series of brainstorming sessions to define the type of content as well as the most relevant sources for this content: sources will include content from the supplier, from the GSMA and potentially new content development. The output of this planning phase is to provide the content development plan for each type of content as described above discuss work plans and guidelines for content development.

Key deliverable:

Develop a detailed content development plan covering the learning objectives, type of content / sources as well as associated timelines.

Phase 2: Content Development and preparing workshop material

2.1 – Content for general climate awareness

This content should be in video format with a duration of about 20 minutes to be telecast during the delivery session. The primary goal of the video is to **raise awareness** on (but not limited to):

- Basics of climate change and climate crisis, giving examples from Indonesian local context and relevant examples to MIH projects.
- Outline how mobile-enabled digital technologies could help to improve climate resilience

In this phase, the supplier will flesh out the content agreed in the previous phase (content development plan), especially through the provision of the concept, script, and storyboard. These will be reviewed and approved by GSMA before proceeding to the video production.

Below are key deliverables:

- Presentation that includes concept of the video, sourcing plans for clips, and videography plan, and the editing plan for the video.
- Library of Raw video footage developed for this video
- Detailed finalised script of the video
- Final version of the video shared with the MIH team.

2.2 – Content for the local champions and public sector

'Local champions' are defined as those who possess basic digital literacy skills and have good engagement with their communities. The GSMA MIH team will engage with local government stakeholders to identify these local champions for the respective projects.

Local champions are expected to be the point of contact for their community when the community face challenges in using technology or has basic questions related to climate tech solutions. The knowledge acquired from the training will equip the local champions to influence and educate their communities as well as provide them with additional resources to access in case they need to provide more detailed support.

Local government has a critical role in successfully implementing a new digital solution within a community. Similarly, when it is a climate tech solution, the basic understanding of the underlying climate risks would enable them to be more intentional in policy development as well as executing these projects. The GSMA MIH team will engage actively with the local government stakeholders in parallel to the implementation of the projects to coordinate a digital and climate training. The GSMA is planning to conduct one training session for all its local government stakeholders to be held in Bali (details and logistics to be discussed with the GSMA MIH team).

As highlighted in table 2, there are similarities and unique aspects between the local champion trainings as well as the public sector trainings. At this stage, the supplier is expected to use the content development plan (Phase 1), to finalise the respective workshop agenda and develop the PPT files to be used for each of the training sessions.

Key deliverables:

- Detailed agenda of each workshop. This should include learning objectives, section breakdown, training plan, training methodology, study tools and assessment methods.
- Completed local champion and public sector lesson presentation and other tools (full – ready to deploy set of lesson material developed according to the mode/format agreed with the MIH team.
- Confirmed lesson delivery plan (the supplier is expected to coordinate with MIH team to finalise the date(s) of delivery at least 3 weeks in advance.

Phase 3 – delivery of the content

The supplier is expected to deliver the contents to the targeted groups in this phase. Below are the deliverables.

a. Local champions – organising, delivering the local champions workshop in Natuna regency

The MIH team will be arranging the venue, F & B for this session.

b. Public sector – organising, delivering the public sector workshop in Bali The supplier is expected to deliver the content to the local governments from Bali and North Kalimantan. The GSMA MIH team will coordinate the logistics to manage a venue, F&B, and coordinate with the relevant stakeholders.

Key deliverables in this phase are the following. The supplier is expected to (but not limited to):

- Sharing the pre-training brief to the relevant participants.
- Conducting the training (s) as agreed with the MIH team.
- Photo and video evidence of the trainings.

• Post training evaluation and short report summarising participation details and feedback.

Phase 4 – Post workshop activities

The supplier is expected to share the learnings with the GSMA MIH team. The key deliverable in this phase is to facilitate final discussion with the MIH team with an objective to share the learnings from these trainings and recommendations for future improvement.

The supplier is required to work closely with the Insights and MEL Manager of GSMA MIH with respect to documentation of delivery phase and developing lessons learned from the project.

All these activities will be done in coordination and signed off by the GSMA MIH team. This project is expected to commence in January-April 2023. The period of content delivery is expected to take place during March – April 2023.

3.1 Service levels and service availability

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

The supplier will be available to have **weekly meetings** with the GSMA Mobile Innovation Hub team.

3.2 Delivery milestones

The table below provides an approximate project timeline per project (*to be finalised subject to contract approval*). We would welcome suggestions and encourage proposals to include detailed proposed timelines.

Table 6: Timeline				
Activity	Indicative Timeframe			
Phase 1: Planning and Preparation				
 Provide detailed content development plan covering the learning objectives, type of content / sources as well as associated timeline 	February 2023			
Phase 2: Content development				
 2.1 –Content for general climate awareness Presentation that includes concept of the video, sourcing plans for clips, and videography plan, and the editing plan for the video. Library of Raw video footage developed for this video Detailed finalised script of the video Final version of the video shared with the MIH team. 	February – March week 2 2023			
2.2 – Content for the local champions and public sector				

 Detailed agenda of each workshop. This should include learning objectives, section breakdown, training plan, training methodology, study tools and assessment methods. Completed local champion and public sector lesson presentation and other tools (full – ready to deploy set of lesson material developed according to the mode/format agreed with the MIH team. Confirmed lesson delivery plan (the supplier is expected to coordinate with MIH team to finalise the date(s) of delivery at least 3 weeks in advance. 	
Phase 3: Content delivery	
 Sharing the pre-training brief to the relevant participants. Conducting the training (s) as agreed with the MIH team. Photo and video evidence of the trainings. Post training evaluation and short report summarising participation details and feedback. 	March week 3 – April week 1 2023
Phase 4:	
 Presentation on workshops and learnings to the GSMA MIH 	April week 3 2023

3.3 Location of delivery

The delivery of the content will be in:

- Natuna Island (Riau Islands)
- Denpasar (Bali)

3.4 Project management requirements

Throughout the project, the supplier and the GSMA MIH 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 successful supplier is expected to:

- a. Provide deliverables in Indonesian or English, depending on the type of deliverable.
- b. Engagement with targeted communities or stakeholders can be in Indonesian or English.
- c. Provide a named key point of contact who will work closely with the GSMA team.
- d. Respond to emails from the MIH within two working days.
- e. Organize regular status calls/meeting to report on project progress throughout the assessment.
- f. Inform the GSMA MIH about delays and complications in a timely manner.

All the contents should be in Indonesian, specific for the video, the subtitle should be in English.. Language of daily communication with GSMA will be English. However, engagement with targeted communities/stakeholders can be in Indonesian.

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.

3.6 Out of scope

- **Focus area**: this is determined by GSMA based on the needs of the donors and the GSMA.
- **Donor reporting**: GSMA will be responsible for reporting to the donor(s)

4. Additional mandatory requirements

The supplier is expected to include the items in the following table in their proposal.

Table 7: Mandatory Requirements

i	Client references
ii.	Examples of similar work done previously
iii	Project team CV's or biographies
iv	English and Indonesian speakers in project team
V.	Proven experience in conducting monitoring, evaluation and learning for environmental projects in Indonesia

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

5. RFP timeline

5.1 Timeline

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

Table 8: RFP Timeline

Time and Date	Action
22 December 2022	RFP Issued
29 December 2022	Suppliers to confirm their interest to submit proposal
4-5 January 2023	Introductory calls with the GSMA MIH and answers circulated to suppliers
5 January 2023	Submit questions to GSMA by this date (via email)

9 January 2023	Cut off time and date for proposal to be received by GSMA		
10 – 13 January 2023	Estimated GSMA proposal assessment period		
16 January 2023	Estimated date invitation to presentations and negotiations. If required, RFP extended to one or more Respondents		
18 January 2023	Final decision, begin contracting process with selected supplier		

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:

Meikha Azzani (mazzani@gsma.com) and Orla Ryan (oryan@gsma.com)

6.2 Queries related RFP

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:

- a. The supplier previous relevant experience in Indonesia and ASEAN.
- b. The proposed approach comprehensive responses to all questions and/or information sought in Section 3 and any proposed changes to the approach as set out above, details on how the supplier would structure the project, and initial proposals on potentially relevant stakeholders.
- c. 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.
- d. CVs of all proposed team members.

DELIVERY OF RESPONDENT RFP RESPONSE

- a. All RFP responses must be in English.
- b. Respondents will by email electronically submit a full documentation package no later than 9 January 2023, 5.30 pm Western Indonesia Time. Electronic submission should not exceed more than 5mb in size and will be accomplished through email to the following address: GSMA Contact: mazzani@gsma.com and oryan@gsma.com.
- c. Acknowledgement of receipt of electronic submission will be sent by the next day of receipt before Close of Business.
- d. The GSMA recommends the Respondent obtain proof of timed delivery.

- e. In case the Respondent encounters a problem in its electronic submission, please contact Meikha Azzani, Insight, Monitoring, Evaluation, and Learning Manager, GSMA Mobile Innovation Hub Indonesia: by telephone at +62812-8950-4408 or by email at mazzani@gsma.com and oryan@gsma.com.
- f. Failure to comply with above requirements may result in a disqualification.
- g. If, following submission of the tender, the information contained therein changes, please advise the above-named immediately.

7.1 Fees and charges

- a. Respondent should provide all relevant detail on how the Services and Deliverables are to be charged.
- b. Respondent must provide a breakdown of the charges per phase, per content, per item, or per hour broken down by function, as may be applicable according to the Table in "Total Price", Section 7.2, below.
- c. 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.
- d. 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.
- e. 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.
- f. Any charge not stated in this Proposal, which extends above to the Total Price, is not permitted.
- g. **Itemized quote**: The supplier(s) should provide a fully itemized quote to include any expenses and VAT. Please provide an estimated cost for each activity.
 - All costs should clearly demonstrate breakdowns in terms of staff time, travel, direct costs, and other expenses.
 - All quotes must be the total amount (inclusive of expenses and taxes).
 - The supplier(s) can provide costs for any alternative or supplementary approaches suggested in the proposal.
 - GSMA would suggest the supplier(s) provide scalable costs that enable GSMA to commission work at a relevant size (i.e. cost per additional interview).

7.2 Total Price

The supplier is expected to breakdown the price following the table below. The price should be in Indonesian Rupiah (IDR).

Table 9: Costing Table

Item/Title	Unit/Activity	Standard	Discount	Discounted	Volume	Total
	Description	Base Rate	Applied	Rate		Charge
Phase 1:						
Planning and						
preparation						
2.1 Content for g	eneral climate a	wareness				
Phase 2						
Content						
Development						
Phase 3						
Content Delivery						
2.2 Content for the	he local champio	on in the second se				
Digital and clima	te literacy					
Phase 2						
Content						
Development						
Phase 3						
Content Delivery						
2.3 Content for the						
Advanced digital	literacy for poli	cy makers				
Phase 2						
Content						
Development						
Phase 3						
Content Delivery						
Climate literacy f	for policy makers	S				
Phase 2						
Content						
Development						
Phase 3						
Content Delivery						
Phase 4: Post						
workshop						
		Tota	I			

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 inclusive of VAT or sales taxes, but inclusive of all other taxes and fees.

2. <u>Services and Deliverables</u>

- 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. <u>Requirements on Respondents</u>

- 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. <u>Accuracy of data/Respondent responsibilities</u>
 - 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. <u>Completeness of Proposal</u>
 - 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 re
 - 3.11.2. All Proposals must be in English.
 - 3.11.3. All Services and Deliverables will be provided in English unless otherwise explicitly noted.

- 3.12. <u>Submission Guidelines</u>
 - 3.12.1. Respondents must submit their Proposal to the GSMA Contact by email no later than the date and time specified in the RFP Timeline.
 - 3.12.2. 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.
 - 3.12.3. If, following submission of the Proposal, the information contained therein changes, Respondent must advise the GSMA Contact immediately.
- 3.13. Terms and Conditions
 - 3.13.1. 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.
 - 3.13.2. By submitting a Proposal, the Respondent acknowledges and agrees that:
 - 3.13.2.1. At GSMA's option, Respondent will enter into a contractual agreement governed by the T&Cs, without any additions, omissions, or amendments; and
 - 3.13.2.2. Respondent will be bound by any requirements in this RFP, representations in its Proposal, and the T&Cs.
- 3.14. Structure of Respondent's Proposal
 - 3.14.1. Respondent's Proposal shall comprise:
 - 3.14.1.1. 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);
 - 3.14.1.2. The Total Price, including price breakdown and itemization per Section A;
 - 3.14.1.3. 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
 - 3.14.1.4. 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

- 4.6. 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.
- 4.7. 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.
- 4.8. Respondent agrees it will agree to and comply with the GSMA Data Protection Addendum, attached to the T&Cs as Exhibit 1.

6. Regulation

- 4.9. 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.
- 4.10. 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.
- 4.11. 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

4.12. 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

- 4.13. **"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:
 - 4.13.1. 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;
 - 4.13.2. without material deviation from the best practice of a reasonable and prudent company and with adherence to relevant standards;
 - 4.13.3. 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;
 - 4.13.4. 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;
 - 4.13.5. in a manner which is not detrimental to the public image and reputation of GSMA or any of its Affiliates; and
 - 4.13.6. in a manner not less professional than the manner in which the Respondent would perform similar services for its other customers.

4.14. 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 pf 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?

q Yes q 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 Addres	Percent Ownership
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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 contractors in any capacity including agency workers, seconded workers, volunteers, agents, contractors, 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.