

GSMA Mobile for Development Foundation Inc. Request For Proposal

AgriTech Accelerator
Investment Readiness
and Fundraising partner

May 2023

GSMA™

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Antitrust Notice

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Section A: Requested Services and Deliverables

1. The GSMA

The GSMA is a global organisation unifying the mobile ecosystem to discover, develop and deliver innovation foundational to positive business environments and societal change. Our vision is to unlock the full power of connectivity so that people, industry, and society thrive. Representing mobile operators and organisations across the mobile ecosystem and adjacent industries, the GSMA delivers for its members across three broad pillars: Connectivity for Good, Industry Services and Solutions, and Outreach. This activity includes advancing policy, tackling today's biggest societal challenges, underpinning the technology and interoperability that make mobile work, and providing the world's largest platform to convene the mobile ecosystem at the MWC and M360 series of events.

We invite you to find out more at [gsma.com](https://www.gsma.com).

2. GSMA Mobile for Development Foundation, Inc.

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 and counting...

3. The GSMA AgriTech

The GSMA AgriTech is a programme within the GSMA Foundation that works towards the vision of equitable and sustainable food chains that empower farmers and strengthen local economies. Its mission is to bring together and support the mobile industry, agricultural sector stakeholders, innovators and investors in AgriTech space to launch, improve and scale impactful and commercially viable digital solutions for farmers in the developing world.

The AgriTech programme has evolved over the last 10 years and has three focus areas: Improving smallholder livelihoods, climate resilience, and financial inclusion. While programme results varied across the implementation markets, the GSMA has overtime learned that a structured investment and fundraising approach is necessary for scaling agritech. Hence the decision to seek specialised support through an investment consultancy.

4. GSMA AgriTech Accelerator

GSMA AgriTech launched the GSMA AgriTech Accelerator ('the Accelerator') commissioned by the German Federal Ministry for Economic Cooperation and Development (BMZ). The Accelerator is part of the Fund for the Promotion of Innovation in Agriculture (i4Ag) and is being carried out by the GSMA on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ).

The GSMA opened applications for the AgriTech Accelerator in December 2022 and selected 10 agritech companies (referred to as 'cohort members') operating across West and North Africa and 1 in Asia. All these agritech companies are for profit, revenue-generating entities, with an existing user base of farmers and paying customers (either farmers or other value chain actors like agribusinesses) and a minimum of two years of operations. Some have already raised some funds at the pre-seed level, while others are still self-financed.

The GSMA will provide the 10 cohort members with technical assistance for a period of two years from June 2023, with the objective of supporting the scaling of digital agriculture solutions. Technical assistance tools will include targeted consulting from the GSMA team, user experience and product design/management support, farmer feedback surveys, and capacity building for investor readiness. Please refer to the Accelerator [term sheet](#) for more details on the programme.

The Accelerator cohort members will be expected to clearly articulate how their digital agriculture solution, leveraging mobile technology, supports improved livelihoods, climate resilience and financial inclusion for smallholder farmers, and enable equitable access for female farmers, young farmers and/or farmers with disabilities.

Details on sample use cases that are relevant to The Accelerator's objectives can be found in the AgriTech Accelerator Applicant Handbook.

5. Scope of Work

1. General Objective

The GSMA Accelerator will provide some or all the following TA support to the selected cohort members:

1. Targeted consulting from the GSMA team for the service under review,
2. Product design consulting via a specialised user experience (UX) & design company,
3. Monitoring, evaluation, and learning (MEL) support, (led by third-party supplier)
- 4. Investment readiness and fundraising support (the subject of this RFP)**
5. International exposure and networking opportunities, and
6. Access to relevant GSMA insights and publications

A key focus of TA item 4 (“ Investment readiness and fundraising support”) available to GSMA and the cohort members includes:

- i. Cohort member needs assessment
- ii. Cohort member capacity building, and
- iii. Fundraising support to cohort members.
- iv. Supporting GSMA AgriTech’s organisational knowledge with respect to agritech investment

A) Objectives of the Investment and Fundraising support

Via this RFP GSMA will contract a specialised investment and fundraising consultant to support the GSMA and the Accelerator cohort members. Through the consultancy, the GSMA will seek to achieve two objectives:

a) Cohort member needs assessment:

The consultant(s) will be expected to conduct an initial needs assessment of each cohort member (10) to understand where they are on their investment journey to inform the relevant capacity building required for each cohort member.

The needs assessment will focus on the investment perspective only (e.g., funds raised to date, expected use of new funds, organisational structure, the current investors and their legal and beneficial interests).

b) Cohort member capacity building.

By the end of this activity, cohort members will be able to take ownership of their fundraising journey through the identification of fundraising opportunities, effective pitching, and making their organisations more investable. The GSMA is open to the consultant suggesting varied forms of capacity-building exercises and is open to a mix of both in-person and virtual sessions. Examples of capacity building could include:

- Highlighting the typical fundraising journey
- Effective pitching and negotiation (including developing compelling pitch decks and tailoring the pitch for different investors and stakeholders).
- Understanding the implications of fund-raising/external investment on organisational structure and ownership.

c) Fundraising support to cohort members.

At the end of the Accelerator programme, cohort members will have leveraged the consultant’s expertise in deal brokerage and pitched to relevant investors. The objective is for cohort members to be able to reference how the support has helped them raise funds or be in an advanced process of raising funds to support their scaling initiatives. Fund raising support could include:

- Review of investment materials, including pitch decks and financial projections.
- Support the identification of potential, right-fit, investors and funding sources.

d)Support development of GSMA AgriTech knowledge on investments and fundraising targeting the digital agriculture space, particularly investment flow to agribusinesses and agritechs. Key questions include:

- What type of investors are active in the agritech space?
- What are the emerging trends in agritech investment?
- What factors influence (positively or negatively) investment decisions in digital agriculture?

6. Other Requirements

6.1 Delivery milestones

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

Task	Timeline
Cohort member assessment report	Aug 2023 –Dec 2023
Cohort member capacity building	Aug 2023 - Dec 2024
Fundraising support to cohort members	Aug 2023 -May 2025
Participate in GSMA-convened progress review meetings (approx. 6 over the course of the 2 years)	Aug 2023 –May 2025

6.2 Consultant skills, experience, and requirements

<p>The GSMA expects the investment readiness and fundraising consultant(s) to:</p> <ol style="list-style-type: none"> 1. Exhibit some agritech-specific investment experience. 2. Have an appreciation of and/or experience supporting early or seed stage investee companies in Africa and Asia. 3. Have an overall view of all the cohort member projects to drive progress against the work plan and act as the single point of contact for the GSMA. 4. Commit to remotely attend progress review meetings during key project phases, in addition to responding to requests from the GSMA within reasonable timelines. 5. Be available to respond to GSMA and GIZ questions up to 180 days after project closure. 6. Be willing to accommodate any unforeseen extension in the overall timeline up to a maximum of three-month extension at no extra cost, as long as the deliverables remain unaltered.
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6.3 Project delivery

The GSMA Market Engagements Managers (MEMs) will act as the liaison between the investment consultants and the cohort members and will provide feedback on project outputs on an ongoing basis. In instances where the deliverable does not meet the quality criteria agreed, the GSMA MEMs will coordinate further iterations until the agreed quality is met.

6.4 Out of scope

1. Investor identification and fundraising: The consultant will focus on preparing the cohort members for future fundraising initiatives.
2. Reporting investments mobilised by the programme cohort members to external audiences will be out of the scope of the investment and fundraising consultant, as that will be managed internally by the GSMA. The investment and fundraising consultant will be named as a contributor to external reports which rely on data they have collected. Any external sharing of learnings from this work by the investment and fundraising consultant will require GSMA and cohort member approval.
3. In line with the Mobile for Development Foundation policies, travel required to attend meetings at GSMA London offices can be included in the budget. However, we do not expect travel to our London office to be necessary throughout the course of the contract. All other approved travel should be included in the budget, e.g., travel required to participate in or facilitate sessions at identified GSMA events.

7. RFP Timeline

Kindly see below the RFP timeline.

Time and Date	Action
12 th May 2023	Investment RFP publicised
26 th May 2023	Responding to RFP questions from potential suppliers
9 th June 2023	RFP responses received
30 th June 2023	Review of investment RFP responses & Shortlisting suppliers (2-3 for virtual discussion)
14 th July 2023	Alignment on the contract, proposed work plan and key dates with the supplier(s)
31 st July 2023	Investment and fundraising supplier(s) contracted

Please note that the RFP timeline is subject to change at GSMA's sole discretion.

8. GSMA Contact Details

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

agritechaccelerator@gsma.com with the subject line <Investment and fundraising RFP Application> no later than 23:59 GMT Friday 26 May 2023.

8.2 Queries are accepted in written form only by email, and GSMA's responses will be copied to other known Respondents, including an anonymous version of the query.

9. Proposal structure and requirements

Interested investment and fundraising consultants should respond to this RFP with a proposal, at a minimum, that includes the following requirements:

- The consultant's previous relevant experience including 3-5 relevant project references successfully conducted including the client's name, name activities, outcome, and budget.
- The proposed approach -includes any proposed changes to the approach/objectives as set out above, details on how the consultant(s) would structure the project, and initial proposals on potentially relevant stakeholders.
- The consultant should mention any standard material recommended or any proprietary material that could be relevant for this work.
- 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.
- Interim workplan detailing the implementation plan.
- CVs of all proposed team members.
- Filled Schedule 3: Respondent Information.

Delivery of respondent RFP response

1. All RFP responses must be in English.
2. Respondents will submit a full documentation package no later than **23:59 GMT Friday 9 June 2023** by email.
3. Electronic submission can be sent in multiple emails (appropriately titled 1,2,3, etc.) in case the files exceed the limit size per email and should be sent to **agritechaccelerator@gsma.com** with the subject line **<Investment and fundraising RFP Application>**.
4. An email acknowledging receipt of an electronic RFP submission will be sent by the close of the following business day (GMT).
5. The GSMA recommends that the Respondent obtains and retain the email notification as proof of successful application submission.
6. In case the Respondent encounters a problem submitting their RFP, please contact the GSMA by email (**agritechaccelerator@gsma.com**) with the subject line **<Investment and fundraising RFP failed submission>**.
7. Failure to comply with above requirements may result in a disqualification. If, following submission of the proposal, the information contained therein changes, please advise the above-named immediately.

a. Fees and charges

1. Respondents should provide all relevant details on how the Services and Deliverables are to be charged.
2. Respondents 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 Foundation’s Standard Master Services Agreement.
4. The Respondent’s Total Price is 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.

Any charge not stated in this Proposal, which extends above to the Total Price, is not permitted.

b. Total Price in GBP/ EUR

Item/Title	Unit/Activity Description	Standard Base Rate	Discount Applied	Discounted Rate	Volume	Total Charge

Section B: GSMA RFP Process Guidelines and Requirements

Schedule 1: GSMA RFP Process and Expectations

1. **Services and Deliverables**

- 1.1. The Services and Deliverables required are as set out in this RFP.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.

2. **Requirements on Respondents**

- 2.1. GSMA hereby invites you to submit a Proposal for the Services and Deliverables in accordance with the requirements of this RFP.
- 2.2. 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.
- 2.3. Respondents must not:
 - 2.3.1. Tell any other party what their Proposal contains or may contain;
 - 2.3.2. Try to obtain information about any other party's Proposal;
 - 2.3.3. Make arrangements with another organisation about whether or not it should submit a Proposal or about the other organisation's Proposal or lack thereof; or
 - 2.3.4. Offer any inducement of any kind in relation to obtaining this or any other contract with GSMA.
- 2.4. **Accuracy of data/Respondent responsibilities**
 - 2.4.1. 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.
 - 2.4.2. 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.

2.4.3. 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.

2.5. Completeness of Proposal

2.5.1. 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.

2.6. Cancellation or Amendment

2.6.1. 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.

2.6.2. 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.

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

2.7. Validity

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

2.8. Acceptance

2.8.1. 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.

2.8.2. 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.

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

2.9. Post-Proposal Negotiations

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

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

2.10. Respondent Costs

2.10.1. 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.

2.11. Proposal Contents

2.11.1. 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.

2.11.2. All variations from and failures to meet the requirements stated in this RFP must be identified in the Proposal.

2.12. Language

2.12.1. All Proposals must be in English.

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

2.13. Submission Guidelines

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

2.13.2. 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.

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

2.14. Terms and Conditions

2.14.1. The terms and conditions governing any award of business are the GSMA Master Services Agreement. By submitting a Proposal, the Respondent acknowledges and agrees that, at GSMA's option, Respondent will enter into a contractual agreement governed by the Master Services Agreement, without any additions, omissions, or amendments

2.15. Structure of Respondent's Proposal

2.15.1. Respondent's Proposal shall comprise:

2.15.1.1. 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.

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

2.15.1.3. 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 Master Services Agreement applicable to this transaction should Respondent's Proposal be selected.

Schedule 2: GSMA Policies and Additional Considerations

1. Corporate and Social Responsibility (“CSR”)

1.1. Please attach a copy of the 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 policies and coverage levels are set forth in Section 10.7 of the GSMA Foundation Master Services Agreement.

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. The Proposal must disclose any conflict of interest.

4.2. 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.

4.3. Examples of conflicts of interest situations such as:

4.3.1. When a supplier has a direct or indirect financial relationship with a GSMA employee, customer or competitor; or

4.3.2. When a supplier has a non-financial or personal relationship with a GSMA employee, customer or competitor.

4.4. Conflicts of interest can be actual, perceived, or potential. GSMA treats these categories equally.

4.5. 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.

5. Data Security

- 5.1. GSMA requires that Respondent hold and process all data/information (personal or not) in line with the regulatory requirements in United Kingdom, European Union and the applicable laws governing the location of the activities. Respondent shall 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 implement appropriate and compliant data security standards.
- 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 Exhibit, attached to the Master Services Agreement as Exhibit 1.

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. Current Activity with GSMA

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

Yes No

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

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

Schedule 4: Supplier 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.

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.

Social Compliance

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) as below:

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 or involuntary 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.
12. **Safeguarding of children and vulnerable adults:** Suppliers engaged in activities that involve or may involve contact with, impact on, or work with children/vulnerable adults are expected to have appropriate policies and procedures to ensure the safety and wellbeing of children and vulnerable adults and protect them against any harm that may arise thereof.

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 all applicable standards and international laws concerning bribery, corruption, fraud and other unethical business practices;
- not do or omit to do anything likely to cause any party to be in breach of any of such international standards and laws; and
- maintain an effective compliance programme, designed to ensure compliance with the applicable law including the monitoring of compliance and detection of violations.

Speak Up

GSMA strongly encourages its suppliers to report any suspected or observed violation of law, rules and regulations related to their work with the GSMA. The GSMA is committed to non-retaliation and will maintain the confidentiality the information disclosed and the identity of the individual, subject to overriding legal requirements.

Concerns can be raised by [logging a report online](#), [sending an email](#) or [making a phone call](#).

For more details, please refer to the [Speak Up Policy for Members and Business Partners](#).

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.