GSMA Mobile for Development Foundation

("GSMA")

REQUEST FOR PROPOSAL

Platforms for Tomorrow

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Section A

Requested Services and Deliverables

1. **GSMA Mobile for Development Foundation Overview**

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 through identifying opportunities for social, economic and environmental impact and to stimulate the development of scalable, life-enhancing mobile services.

GSMA is a wholly owned subsidiary of the GSM Association, which represents the interests of the worldwide mobile communications industry. Spanning 219 countries, the GSMA unites nearly 800 of the world's mobile operators, as well as more than 200 companies in the broader mobile ecosystem, including handset makers, software companies, equipment providers, Internet companies, and media and entertainment organisations. The GSMA is focused on innovating, incubating and creating new opportunities for its membership, all with the end goal of driving the growth of the mobile communications industry.

2. **Platforms For Tomorrow Project Overview**

The Ecosystem Accelerator (EA) Programme sits within the GSMA Mobile for Development (M4D) department. The Ecosystem Accelerator Programme focuses on bridging the gap between mobile operators and start-ups, enabling strong partnerships that foster the growth of innovative mobile products and services. These partnerships bring impactful mobile solutions to the people and places that need them most, generating the greatest socio-economic impact in Africa and Asia Pacific. The Programme is supported the UK Foreign Commonwealth Development Office (FCDO), Australia's Department of Foreign Affairs & Trade (DFAT) and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, the GSMA and its members.

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), is in partnership with the GSMA in which the GSMA has created a Mobile Innovation Lab as part of the Tunisian Digital Transformation Center implemented by GIZ. Together with the Tunisian government and the local digital ecosystem, GIZ and the GSMA are collaborating on the development of mobile digital solutions and promoting the platform economy across various sectors in a Covid 19 recovery context.

Platform economy refers to business models that enable connections, matchmaking, and exchange opportunities between supply and demand through digital intermediaries. They result in facilitating economic and social interactions while generating value and scale.

The Platforms For Tomorrow Programme is an initiative under the GSMA Mobile Innovation Hub in collaboration with the GIZ. The programme will support innovators, businesses and organizations from different sectors in Tunisia, that champion the platform economy business model. By assisting platforms to thrive, we aim to support users and operators of platform economy to reap the benefits by creating jobs, increase in productivity for users and generating economic opportunities.

The programme will provide targeted and customized technical assistance intended to: improve the daily lives of end users; increase employment opportunities and the quality of jobs provided by these platforms; enhance the value chain in specific sectors of the economy and supporting partnerships with the mobile and telecoms industry.

Innovators will be selected through an open call for application to join the programme. Final selections are planned for end September 2022.

The programme will support the following types of organizations:

- Start-ups/scale-ups
- Small and medium businesses
  Social businesses

Problem Statement

Data collected from face-to-face interviews with local stakeholders in the platform economy point to the following challenges for these models to flourish:

- **Work quality:** Challenges in providing decent work conditions to workers and operators of platforms. High turnover and quality of skills.
- **Traction and Value Proposition:** Difficulties in onboarding different parties to use the platform.
- **User Adoption:** Challenges to guarantee the participation of producers and consumers.
- **Scaling Potential:** Hardship in diversifying products portfolios or markets.
- **Data Management:** Limited technical capabilities in data collection, management, governance, and analysis.

3. **Detailed Requirements of Services and Deliverables / Project Description**

The “Deliverables & Services” are set out in this Section 3. The Bidder should reply to specific questions asked. The Bidder is welcome to add comments to help distinguish themselves as a potential provider of the services defined.

The role of the supplier will be to:

- support selected innovators to improve working conditions for on the ground platform workers and assist them to boost their growth; enhance their data management and develop partnerships with mobile network operators.
- provide technical assistance and/or expert advice in one or more of the areas identified below and contribute to the sustainability plans of these platforms.
- create a tailored work plan for each innovator based on their areas of expertise, prioritizing their most critical challenges and outlining an achievable project plan and timeline (end March 2023).
- support the innovators based on the needs assessment conducted by the supplier to provide specialized technical assistance in one or both of the following areas:

Priority 1: Workforce Development

- Support local platform economy innovators with best practices on workforce development and empowerment to ensure they have the capabilities to create and provide decent and formal jobs throughout their value chain.

Activities of support could include (but are not limited to):

- Self-assessment tools to help innovators assess their workforce challenges, business model, scalability and social impact potential.
- Human Resources Policy training in a platform economy context.
- Capacity building for independent workers to become formal workers (eg.: getting access to national insurance coverage).
- Workshops for government/public sector on the gig economy workforce challenges and recommendations for policy makers.

Priority 2: Business Support

- Work with the innovators to grow their business by offering selected innovators the opportunity to connect with relevant stakeholders and local/international experts to improve their value proposition and enhance business operations.

- The supplier will work with the innovators in enhancing their product offering by supporting the deployment of new versions or iterations of existing digital solutions. Support may encompass search engine optimization, user interface/user experience and/or technology advisory (…) depending on specific needs.

The work plan(s) will be submitted to GSMA to approve and sign off. The technical assistance will be provided by the supplier to support innovators on their assigned tasks. The supplier will implement the individual plans and share regular updates (via email, progress report - format to be agreed) on the progress to include a final report per beneficiary.

At the end of the programme, the supplier will provide a sustainability plan for each of the innovators.

3.1 Technical Requirements

This technical assistance programme seeks to accomplish the following objectives and targets:

OBJECTIVE	KPI LABEL	KPI VALUE
Primary objective	Platform economy operators trained to fair working conditions	6
	Number of employees with improved working conditions (direct and indirect jobs) *	Up to 800 (50% of employees improving working conditions)
	New decent jobs created (formalized + hired with new job policies)	Up to 400
	Unlocked income	Growth Average x TND generated per individual user
Secondary objective	Number of jobs created (directly from TA)	Baseline based
	Number of new users of a platform	Up to 5,000

	Number of platforms (light) trained in business support	Up to 4

3.2 The Ideal Supplier

- Expert consultant in one or more of the areas listed under Section 3.
- Expert in workforce development in a platform economy context.
- Experience working with start-ups.
- Has a base in the GMT time zones region and must be able to adjust to the time zone where the start-ups are based.
- Experience working in digital development and with the private sector organizations such as SMEs, start-ups, tech-hubs, and MNOs (Mobile Network Operators).
- Capacity to deliver the expected results on time and within budget.
- Is prepared for a very collaborative approach with the M4D team and the other stakeholder(s) involved.
- Please note the supplier may wish to apply for one or **preferably (both)** work packages outlined above (Workforce Development **and/or** Business Support).

3.3 Delivery milestones

The below table indicates a rough timeline as we envisage this project to unfold but we welcome suggestions and encourage your proposals to include detailed proposed timelines. However, due both to our commitments to our donors, and current plans for this project, all work must be completed and signed off **by March 2023**.

Task	**Start 2022**	**Due 2022**
Final selection of innovators	End September	Mid October
Needs assessment completion	Mid October	End October
Work plans submission		End October
Kick-off TA	Early November	
Task		**Due 2023**
Mid-project report		Mid February
Technical Assistance work completion		March
Submission of sustainability plans		April

3.4 Location of delivery

Ideally the preferred supplier (local or international) will have the capacity to interact with stakeholders through French, English, Arabic and/or local Tunisian dialect. A local presence will be an advantage for F2F interviews, meetings and local time zone, knowledge and expertise.

All project activities should operate in a safe, ethical and adaptable manner in the current evolving Covid 19 context where in person activity takes place.

3.5 Project management requirements

The successful bidder is expected to:

- Provide a named key point of contact.
- Respond to emails from the GSMA within 2 working days.
- Inform the GSMA about delays and complications in a timely manner.
- Provide weekly updates on the progress of the project.
- Compliance to GDPR should be followed in any data collection or processing.

3.6 Risks

Various risks have been identified for this project – some of which are easier to mitigate than others. It would be good to understand what actions the supplier would undertake in light of these risks:

- The supplier may not have expertise in both workforce development and technical assistance.
- Challenges in completing needs assessment and streamlining innovators' needs.
- Timelines can be quite short.
- The supplier may not have proven experience researching in Tunisia or MENA region.
- Innovators willingness to collaborate on the workforce development objective.

3.7 Communication

All exchanges with stakeholders during this project should be documented and notes from interviews must be made available to the GSMA.

4. **Ongoing Support Requirements**
   It is expected that the successful supplier would continue to respond to GSMA for reasonable requests for information regarding the project after the final debrief eg, follow up with candidates on monitoring and evaluation feedback, interviews or video etc.

5. **Criteria for Bidder Selection**

Criteria	Importance	Weighting
Cost	Value for money of the proposal	20%
Quality	Quality of the approach outlined in the proposal	40%
Bidder capacity to manage international project	Demonstrated experience in leading similar international projects and the ability to do so in the current COVID-19 context	10%
Relevant experience	Experience of Respondent in delivering similar technical assistance/projects	30%

6. **Additional Mandatory requirements**
   6.1 In addition to Bidder adherence to GSMA Policies and Additional Considerations (see Schedules 1, 2, 3, 4, 5) the Bidder will also provide the following requirements for GSMA as laid out in Section 6.2. These must be met or the Proposal will be rejected.
   6.2 Mandatory Requirements

	Mandatory Requirements
1	We expect all our suppliers to comply with the EU General Data Protection Regulation. The selected supplier will be responsible for obtaining appropriate consents from all interviews or focus group subjects.
2	Full transparency of any local or international partners intended for use - GSMA has the right to veto selection.
3	The chosen agency must liaise regularly with their local partners (if any) in order to ensure consistent levels of quality control.
4	Previous client testimonials.
5	Case studies of relevant projects.
6	Details of proposed team including roles and brief CV.
7	Clear breakdown of costs (please be as detailed and transparent as possible).
8	References may be asked for from shortlisted suppliers.

7 **Overview of attached documents**

Bidder will list images, designs, agreements or documents that will be attached to the RFP to support the detailed requirements.

8 **RFP Timeline**

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

Time and Date	Action
24 August 2022	RFP Issued
30 August 2022	Cut off time to acknowledge intention to respond

2 September 2022	Submit questions to GSMA by this date
6 September 2022	Questions and answers circulated back to all Bidders
15 September 2022	Cut off time and date for RFP to be received by GSMA
20 to 23 September 2022	Estimated GSMA RFP assessment period
26 to 28 September 2022	Follow up calls [if required] and shortlisted bidder presentations [if required]
29 to 30 September 2022	Estimated date invitation to negotiations extended to one or more Bidders
7 October 2022	Supplier selected and onboarding to commence

9 GSMA Contact Details

9.1 All correspondence and queries in relation to this RFP must be emailed to ecosystemaccelerator@gsma.com.

9.2 Queries are accepted in written form only by email, and GSMA's responses will be copied to all Bidders, 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 Project Timeline.

10. Proposal structure

10.1 Technical proposal structure

- Responses to questions should correspond with the question number designated. Such RFP response shall include comprehensive details for each section delineated.
- Where proposals are incomplete, they may not be considered for evaluation. The initial response from the contracted parties would consist of the following items:
  (a) Comprehensive responses to all questions and/or information sought in Section A3.
  (b) Reponses to other questions issued by GSMA in connection with this RFP.
- Proposals should provide an overview of the methodology that the bidder plans to use for this project.
- Clearly outline any responsibilities for GSMA in the project.
- Include an example timeline.
- Include how potential risks may be mitigated.
- The proposal should demonstrate how the proposed research is feasible and can be conducted in the current COVID-19 context of potential travel and movement restrictions that may be in place during the course of the project.
- All responses must be in English and in Word or Powerpoint.
- Respondents will by email electronically submit a full documentation package no later than 15 September 2022, 17.00 GMT. Electronic submission should not exceed more than 5mb in size and will be accomplished through email to the following address: ecosystemaccelerator@gsma.com.
- Acknowledgement of receipt of electronic submission will be sent by the next day of receipt before Close of Business.
- The GSMA recommends the Respondent obtain proof of timed delivery.

10.2 Cost proposal structure

- Financial proposal must be submitted on time and in Excel format offering full cost transparency in Euro or UK Pounds Sterling.
- Itemisation of total budget, quoting for work package.

11. 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 11, 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.
8. All fees to be quoted in Euro or UK pounds sterling.
9. Please provide a full breakdown of costs.
10. Be transparent about fieldwork costs (if applicable).
11. All expenses and travel costs must be included in the total cost and cannot be charged after / separately.
12. All such expenses shall comply with our donor's travel policy.
13. All flights (if applicable) shall be economy.
14. All costs from subcontracting to local suppliers, translators, translation of research materials and transcripts etc must be included in the total cost and cannot be charged after / separately.
15. The table below must be completed for the suppliers proposal to be considered.

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

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 Group means the GSM Association, its Affiliates and GSMA members together with the directors, employees and agents of each of those.
1.3. Bidder means any party that has a) signed an NDA; and b) received this RFP.
1.4. Deliverables means the items, documents, or other tangible products to be provided to GSMA as outlined in this RFP.
1.5. Services means the services outlined in this RFP.
1.6. Service Level Agreements ("SLAs") means the standards for the level of service that Bidder 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.
1.7. Proposal means the Bidder's response to the RFP.
1.8. Term means the period required to complete the Services and Deliverables as detailed in this RFP.
1.9. Total Price means the "all-in" cost of Bidder'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 Bidder 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 Bidder 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 Bidder also wishes to submit an alternative proposal, the Bidder must clearly define the alternative method and commercial terms in a separate proposal. Alternative proposals should be submitted when the Bidder 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 Bidders

3.1. GSMA hereby invites you to submit a Proposal for the Services and Deliverables as defined in Section 3.16 below, 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 Bidder 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 any Proposal and related materials received.
3.3. Bidders 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/Bidder 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 Bidder 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 Bidder 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 Bidder's risk, and no relief will be given by GSMA for errors or omissions in the Bidder's Proposal, nor for changing circumstances.

3.4.3. The Bidder 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 Bidder.

3.5. Completeness of Proposal

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

3.5.2. The Bidder 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 Bidder in this RFP process.

3.6.2. GSMA reserves the right to amend the RFP by issuing such notice to all Bidders 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 Bidder.

3.7. Validity

3.7.1. The Proposal shall remain 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 made 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, as agreed in the Master Services Agreement ["MSA"]) 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 Bidders.

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

3.10. Bidder Costs

3.10.1. All costs incurred by the Bidder 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 Bidder and shall not be chargeable in any manner to GSMA irrespective of the Bidder's success or failure in the tender process.

3.11. Proposal Contents

3.11.1. The Bidder is required to submit a Proposal in accordance with the requirements of Section 3.16 of 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.

3.13. Submission Guidelines

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

3.13.2. The Bidder'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, Bidders 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 this RFP as the MSA (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 Bidder acknowledges and agrees that:

3.14.2.1. At GSMA's option, Bidder will enter into a Schedule A, governed by the T&Cs, without any additions, omissions, or amendments (other than any proposed amendments to the T&Cs made by a Bidder in its Proposal that GSMA deem acceptable); and

3.14.2.2. Bidder will be bound by any requirements in this RFP, obligations of its Proposal, and the T&Cs.

3.15. Structure of Bidder's Proposal

3.15.1. Bidder's Proposal shall contain:

3.15.1.1. A completed Schedule 3 to this RFP (Bidder's Information);

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

3.15.1.3. The Total Price, including price breakdown and itemization per the template included in Schedule 4;

3.15.1.4. A copy of the Declaration contained in Schedule 6, signed by the Bidder, containing the representations and warranties made by Bidder with relation to this RFP process which form part of the foundation of the relationship; and

3.15.1.5. A copy of the T&Cs signed by the Bidder without any additions, omissions, or amendments (other than any proposed amendments to the T&Cs made by a Bidder in its Proposal that GSMA deem acceptable).

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 Bidder's Proposal be successful, Bidder will be contacted by GSMA consultants to provide all necessary data related to participation in any event on which Bidder 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 Bidder's company has taken, or can take, in order to minimize the environmental impact of Bidder's proposed solution.

1.2.1. In what way should GSMA deem Bidder's Proposal environmentally preferable?

1.2.2. Please attach a copy of the formal CSR policy for Bidder's company.

2. Insurance

2.1. Bidder 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 Bidder, its agents, representatives, or employees. The cost of such insurance shall be borne by Bidder.

2.2. Bidder 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. Bidder'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. Bidder'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 Bidder's current insurance coverage is insufficient to meet GSMA's standards, Bidder agrees to procure such insurance as GSMA requires prior to execution of any MSA.

3. Code of Conduct

3.1. Bidder shall comply with the GSMA code of conduct as laid out in Schedule 5.

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, Bidder's Information, will form the basis for GSMA's internal analysis as to the acceptability of the conflict of interest and how it may be managed. Should any information contained therein prove to be inaccurate, GSMA reserves the right to terminate the contract immediately with no penalty, notwithstanding any other term in the MSA to the contrary.

5. Data Security

5.1. GSMA requires that Bidder 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. Bidder should describe whether data will be collected, processed, or transferred, and how Bidder 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). Bidder should describe its information security and operation measures, including measures to protect against loss.

5.3. Bidder agrees it will agree to and comply with the GSMA Data Protection Addendum, attached to the MSA as Exhibit 1.

6. Regulation

6.1. Bidder should state whether the industry with which it is engaging regulated, and if regulated describe how. Bidder should demonstrate how Bidder's company meets this regulation.

6.2. Bidder should describe any future regulation that may affect the Services and Deliverables requested in this RFP, and demonstrate how Bidder will meet this regulation.

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). Bidder should attach a copy of Bidder's company's business continuity policy and disaster management plan.

8. Service Level Agreements

8.1. "**Service Standard**" means in relation to the performance of any of the Services and provision of any Deliverables, Bidder and its third party bidders, contractors, agents and sub-licensees shall carry out those Services and provide those Deliverables:

8.1.1. in a good, safe and professional manner and in a manner free from dishonesty and corruption and in accordance with the US Foreign Corrupt Practices Act, UK Bribery Act and any applicable anti-bribery or anti-corruption legislation;

8.1.2. without material deviation from the best practice of a reasonable and prudent company and with adherence to relevant standards;

8.1.3. in accordance with all relevant provisions of the service agreement, and any rules, codes, policies, procedures and standards notified to the Bidder, as revised from time to time during the Term in accordance with the service agreement;

8.1.4. in co-operation with GSMA, its agents, sub-licensees and Bidders especially, but without limitation, in relation to the provision of information reasonably requested by GSMA;

8.1.5. in a manner which is not detrimental to the public image and reputation of GSMA or any of its Affiliates; and

8.1.6. in a manner not less professional than the manner in which the Bidder would perform similar services for its other customers.

8.2. Bidder 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
Bidder's Information

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 Bidder'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

Please enclose copies of Bidder'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).

If Bidder cannot provide the information requested above, 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.

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

Services Provided			
Net Income			

4. Current Activity with GSMA

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

❑ Yes ❑ No

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

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

5. Insurance

Confirm the types and levels of insurance held. Please refer to the insurance policies contained 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 Bidder'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 Bidder's instrument of ownership or beneficial interest, including a description of Bidder's corporate form, and any other information which may be relevant to GSMA's full understanding of this subject.

6.2. Ownership Share

Name	Address	Percent Ownership

6.3. Distributive Income

Name	Address	Percent Ownership

6.4. Does Bidder 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 Bidder's personnel and ownership, (including self, spouse, and immediate family members) with ties to GSMA employees.

Schedule 4
Total Price

1. Fees and Charges

1.1. Bidder should provide all relevant detail on how the Services and Deliverables are to be charged.
1.2. Bidder should provide a breakdown of the charges: per item, per hour, as may be applicable.
1.3. For the avoidance of doubt, GSMA's payment terms are contained in the MSA, and are sixty days from receipt of an undisputed invoice, which should be raised following acceptance of Services and/or Deliverables.
1.4. Detail of how the Bidder requests payments to be made (examples: single lump sum, monthly, quarterly, phased payments). 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 Bidder.
1.5. All rates and prices are in UK Pounds Sterling.
1.6. Total Price
1.6.1. Based on the requirements of this RFP, Bidder should place the fee breakdown for the Services and Deliverables contained herein in the Pricing Table below.

Item	Unit Price	Units	Total Price
		Total Price	

2. Inclusions

2.1. The Bidder'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.
2.2. Any charge not stated in this Proposal, which extends above to the Total Price, is not permitted.
2.3. Total Price is exclusive of VAT but inclusive of all other taxes.

3. Itemized base rate schedules

Item	Unit Price	Bulk Pricing

Schedule 5
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 6
Declaration

Bidder understands that giving false, incomplete, misleading or inadequate information that materially affects or could materially affect the decision-making process, could result in Bidder's exclusion from the list of approved RFP invitees, or subsequent determination of the contract in the event of it being awarded to Bidder.

Bidder certifies that the information supplied is accurate to the best of Bidder's knowledge and that Bidder accepts the conditions and undertakings set out in this Declaration and the RFP.

Bidder 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.

Bidder acknowledges and agrees that:

(a) At GSMA's request, it will negotiate in good faith and within the required timeframes, any additional documents required in relation to this RFP, in particular the MSA, including commercial terms;
(b) The Services and Deliverables as described in the MSA will be governed by the GSMA Standard Terms and Conditions without any additions, omissions, or amendments (other than any proposed amendments to the GSMA Standard Terms and Conditions made by a Bidder in its Proposal that GSMA deem acceptable); and
(c) The MSA will not contain any less favourable terms than those set out in Bidder's Proposal.

Company Name:
Address:
Email:
Tel No:
Name: Position:

Signature: Date: