GSMA MOBILE FOR DEVELOPMENT FOUNDATION

REQUEST FOR PROPOSAL

Monitoring, Evaluation, and Learning (MEL) for Projects in Green Energy and Waste Sectors in the 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") 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 Mobile for Development (M4D) Foundation. The GSMA M4D Foundation is a 501(c)(3) non-profit organization registered in Georgia, USA.

CONTEXT

M4D, within the GSMA, drives innovation in digital technology to reduce inequalities in our world. Singularly positioned at the intersection of the mobile ecosystem and the development sector, we stimulate digital innovation to deliver both sustainable business and large-scale socio-economic impact for the underserved. Our projects have impacted 126 million citizens across 50+ countries to date. As part of M4D's efforts, we explore the power of digital technology to create a low-carbon and climate-resilient future. The GSMA and its members are committed to supporting climate action through digital innovation.

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.

Indonesia is vulnerable to climate change as the country is prone to extreme flooding, extended droughts, changes in rainfall patterns, temperature, and sea-level rise, compounded by Indonesia's dense population living in hazard-prone areas. These climate risks are amplified by carbon-intensive economic activities, positioning Indonesia as the eighth most significant emitter of global green gas houses (GHGs), with the primary contributions coming from forest, other and land use, energy, and waste sectors. Aware of its climate impact, Indonesia aims to reduce emissions by 29% unconditionally and 41% conditionally by 2030 and aims to increases its capacity to adapt and build resilience in socio-economic, social, and livelihood landscapes. The country is looking at a way to transform its economy into more environmentally friendly.

The MIH will focus on leveraging mobile tech solutions for Indonesia's climate mitigation, resilience, and adaptation solutions. The MIH will work in three focus areas:

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

The main objective of the MIH is to accelerate climate mitigation and resilience actions through activities that can be categorized into two streams:

1. **Insights stream** or knowledge sharing through capacity building, workshops, roundtables, etc.
2. **Technical assistance stream** which has two primary parts. The first part is partnership facilitation, during which the MIH team will coordinate stakeholders to work together to make the initiative a reality. The second part is to develop and pilot mobile-enabled digital technology that will be implemented in all projects.

The MIH Projects

Between November 2022 – April 2023, the MIH plan to deliver five initiatives across the three focus areas mentioned above. The length of each project will vary between 3-6 months. This RFP outlines the scope for three projects under the green economic development and waste management sectors as shown in the following table.

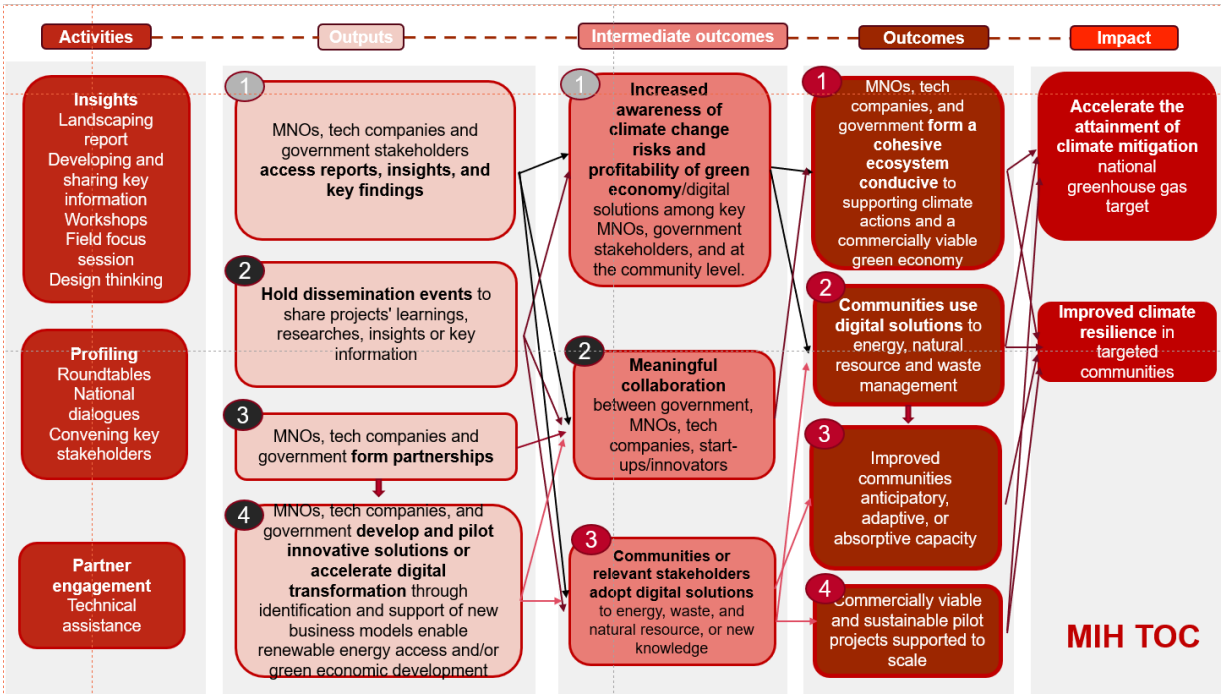
Table 1: Summary of the MIH's Projects in Green Energy and Waste Sectors

Focus area: Green economic development	Focus Area: Waste management
1. Solar energy rooftop estimator Pilot a system that employs satellite imagery to analyse the energy generation potential of Bali residential and public building rooftops. The objective is to provide a tool to estimate government buildings' need of solar photovoltaic (PV) as a step to support the Balinese Government towards a green island. Proposed location: Bali **2. Self-sufficient tower** Leveraging the role of the self-sufficient tower for better connectivity access and climate resilience for remote community The availability of connectivity allows the remote community to access information. The capacity to use information access for individual or collective benefit, including education, weather information, and more, could raise community awareness and knowledge (climate change in this context). Thus, the project focuses on developing the capacity to improve digital and climate literacy skills and	1. **Digitisation of the waste treatment facility** to enhance the municipal waste management system and realize easier and more efficient waste bank operation. The objective is to digitize waste facilities to enhance waste data collection and monitoring, which benefits the waste facilities and city government. The waste facilities could improve their reporting system, while the city government will have reliable data to support city planning and budgeting in relation to the waste sector. Proposed location: Bali

provide a digital solution that is appropriate to the community's needs. Proposed location: Natuna Island or Saobi Island	

The MIH team has developed the Theory of Change (ToC) shown below that illustrates the logical pathway of how and why the desired impacts could be achieved in a particular context (see Figure 1). The overall impacts of the MIH project are to contribute towards Indonesia's climate mitigation target and (or) the improvement of climate resilience through the insights and technical assistance streams.

Figure 1: MIH Theory of Change



3. High level services and deliverables requirements/project description

PROJECT DESCRIPTION AND OBJECTIVES

Objectives of conducting monitoring, evaluation, and learning (MEL):

a. Develop MEL framework to measure progress and document impacts.
b. Monitor the project's progress to ensure the project is on track.
c. Gather relevant data/information to support the monitoring process, decision-making, and evaluation process.
d. Track the projects' impact against desired objectives, and
e. Document the impacts and the learnings from project implementation.

The supplier is expected to be able to conduct a systematic MEL project through qualitative and quantitative approaches. Furthermore, the supplier must be able to deliver the following objectives in three phases (but not limited to) per project, as follows:

Phase 1: Baseline/endline study alignment and preparation

This is an inception phase where the supplier and the MIH team will have a series of a meetings to agree MEL activities. Deliverables in this phase are as follows:

a. Review existing MEL: Review of MEL Framework, including the MIH's ToC and project log frame matrix at programme level and projects to ensure its applicability. The supplier is expected to verify the ToC and existing metrics that the MIH has developed, assess the feasibility of these metrics in regard to the project limitations, propose alternatives if needed, develop a monitoring plan, followed by the development of methodology to estimate the impacts (the second deliverable).
b. Tool development:
    - Develop methodologies to measure projects' progress towards impacts (emission reduction and increased climate resilience for key stakeholders).
    - Develop instruments or data collection tools (survey, interview, and discussion guide) for baseline and endline studies, both qualitative and quantitative approaches.

Deliverable 1: An inception report as outlined above, to include a workplan, timeline, learning questions, and proposed tools.

Phase 2: Data collection and project support

a. Conduct data collection for baseline study and ensure data quality to provide good baseline data relevant to measure impact.
b. Support ongoing project monitoring.
c. Conduct data analysis and aggregate findings.

Deliverable 2: Produce a baseline study report to explain the status before project implementation and the potential outcomes if the project is implemented. Provide monitoring system and documentation of project implementation.

Phase 3: Conduct endline study

a. Conduct data collection using qualitative and quantitative approaches for endline study and ensure data quality to provide good data relevant to measure impact.
b. Conduct quantitative and qualitative research to capture the learnings from project implementation.
c. Conduct data analysis for both qualitative and quantitative data and aggregate the findings or impacts to programme level.

Deliverable 3: Produce a draft report of endline study showcasing the project's impact (compared to the baseline), and identify lessons learned from the project implementation. The document should be in word and/or PowerPoint.

Please note that for the supplier to conduct data collection, travel may be required.

The MIH projects are scheduled to commence between November and December 2022 and end by April 2023, thus the endline study would be conducted during April to June 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 bi-weekly/weekly report 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: Baseline/endline study alignment	
• A series of discussions to finalize the MEL plan that includes a review of ToC, log frame, methodology to calculate projects' impacts, monitoring plan, and work plan to organize MEL activities.	December 2022 – January 2023, based on Phase 1 and project timeline (8 weeks)
• Finalization of data collection tools.	
• **Deliverable 1:** Inception report.	
Phase 2: Data collection and project support	
• Regular progress/review meetings.	
• Conduct data collection - Conduct data checking regularly during data collection process to ensure data quality. - Data analysis.	
• Document learning (feedback) from baseline data gathering process to improve the same process in endline study.	
• **Deliverable 2**: Baseline draft report and a presentation summarizing the baseline report's key finding with an analysis on expected impact if the project is implemented.	
• Support ongoing project monitoring.	TBD, during the project implementation
Phase 3: Endline study	
• Regular progress/review meetings.	April – May 2023 (8 weeks) **(The work must be done by 2nd June 2023)**
• Conduct data collection - Conduct data checking regularly during data collection process to ensure data quality. - Data analysis.	
• Conduct quantitative and qualitative research to capture the learnings from project implementation.	
• **Deliverable 3**: Produce a draft report of endline study and a presentation summarizing the report's key finding with an emphasis on the impact of the project and identify lessons learned from the project implementation.	

3.3 Location of delivery

Indonesia
Denpasar and Natuna Islands (or Saobi Island)

3.4 Project management requirements

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

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

The successful supplier is expected to:

a. Provide all deliverables in English.
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 MIH about delays and complications in a timely manner.

All deliverables must be shared in English, as stated above. Language of daily communication with GSMA will be English. However, engagement with targeted communities/stakeholders can be bi-lingual.

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
5 October 2022	RFP Issued
7 & 10 October 2022	Submit questions to GSMA by this date
11 October 2022	Questions and answers circulated back to all Respondents
19 October 2022	Cut off time and date for proposal to be received by GSMA
20 - 24 October 2022	Estimated GSMA proposal assessment period
25 October2022	Estimated date invitation to negotiations extended to one or more Respondents
27 October 2022	Begin contracting process

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 17th October, 17.00. Electronic submission should not exceed more than 10mb 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 project, 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. Total Price is exclusive of VAT but inclusive of all other taxes.

7.2 Total Price

Table 9: Costing Table

Item/Title	Unit/Activity Description	Standard Base Rate	Discount Applied	Discounted Rate	Volume	Total Charge
Phase 1 **MEL alignment**						
Project 2.1 **Solar energy rooftop estimator**						
Phase 2: **Data collection and project support**						
Data collection (Include travel cost)						
Project monitoring						
Data analysis and reporting						
Phase 3: **Endline study**						
Data collection (Include travel cost)						
Data analysis and reporting						
Total						
Project 2.2 **Self-sufficient tower**						
Phase 2: **Data collection and project support**						
Data collection (Include travel cost)						
Project monitoring						
Data analysis and reporting						
Phase 3: **Endline study**						
Data collection (Include travel cost)						
Data analysis and reporting						
Total						

Project 3.1 Digitization of the waste treatment facility						
Phase 2: **Data collection and project support**						
Data collection (Include travel cost)						
Project monitoring						
Data analysis and reporting						
Phase 3: **Endline study**						
Data collection (Include travel cost)						
Data analysis and reporting						
Total						

Section B: GSMA RFP Process Guidelines and Requirements

Schedule 1
GSMA RFP Process and Expectations

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

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

3. Requirements on Respondents
   - 3.1. GSMA hereby invites you to submit a Proposal for the Services and Deliverables in accordance with the requirements of this RFP.
   - 3.2. This RFP and the information contained herein are strictly confidential. This RFP is subject to the terms of the NDA signed by both GSMA and Respondent relating to this RFP. Any information held in this RFP or associated materials may be used only for the purpose of preparing and submitting a Proposal to GSMA. This RFP remains the property of GSMA. This RFP or any information held in this RFP shall not be duplicated, disclosed or distributed to any third party without the prior written consent of GSMA and, unless otherwise expressly agreed between the parties in writing, all material submitted becomes the property of GSMA. Notwithstanding any provision of the NDA, GSMA shall have no obligation to return or destroy any Proposal and related materials received.
   - 3.3. Respondents must not:
     - 3.3.1. Tell any other party what their Proposal contains or may contain;

3.3.2. Try to obtain information about any other party's Proposal;

3.3.3. Make arrangements with another organization about whether or not it should submit a Proposal or about the other organization's Proposal or lack thereof; or

3.3.4. Offer any inducement of any kind in relation to obtaining this or any other contract with GSMA.

3.4. Accuracy of data/Respondent responsibilities

3.4.1. GSMA has taken reasonable care to ensure the RFP is accurate, but GSMA gives no representation or warranty as to the accuracy or completeness of the information contained in this RFP. The Respondent is responsible for ensuring a complete understanding of all the requirements, conditions, risks and any circumstances relating to the performance of the Services, provision of the Deliverables, and this RFP. The information contained in this RFP may be subject to change without prior notice.

3.4.2. The Respondent is solely responsible for becoming familiar with the RFP requirements and conditions that might affect the cost or performance of any Services or provision of the Deliverables. Failure to do so is solely at the Respondent's risk, and no relief will be given by GSMA for errors or omissions in the Respondent's Proposal, nor for changing circumstances.

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

3.5. Completeness of Proposal

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

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

3.6. Cancellation or Amendment

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

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

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

3.7. Validity

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

3.8. Acceptance

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

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

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

3.9. Post-Proposal Negotiations

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

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

3.10. Respondent Costs

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

3.11. Proposal Contents

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

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

3.12. Language

3.12.1. All Proposals must be in English.

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

3.13. Submission Guidelines

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

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

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

3.14. Terms and Conditions

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

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

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

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

3.15. Structure of Respondent's Proposal

3.15.1. Respondent's Proposal shall comprise:

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

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

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

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

Schedule 2
GSMA Policies and Additional Considerations

1. Corporate and Social Responsibility ("CSR")

1.1. GSMA continuously commits to the preservation of the environment and achieving carbon neutral certification for our global events under PAS 2060, an internationally recognised standard. To achieve this certification, GSMA's carbon neutral consultants will implement data collection and carbon footprint calculation. Should Respondent's Proposal be successful, Respondent will be contacted by GSMA consultants to provide all necessary data related to participation in any event on which Respondent may be working.

1.2. GSMA takes its environmental impact seriously and has made a series of policy commitments to address the issue. Please outline the measures that Respondent's company has taken, or can take, in order to minimize the environmental impact of Respondent's proposed solution.

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

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

2. Insurance

2.1. Respondent shall procure and maintain for the duration of the contract insurance against claims for injuries, damages, or other types of losses that may arise from or in connection with the performance of the work hereunder by the Respondent, its agents, representatives, or employees. The cost of such insurance shall be borne by Respondent.

2.2. Respondent shall provide to the GSMA, at time of tender, original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. Respondent's cover note will be presented on the insurance broker's headed paper detailing all the insurance held, the term of each insurance, level of cover, and any exclusions.

2.3. Respondent's insurance coverage shall be the primary insurance coverage for all claims related to this contract. GSMA and its affiliates, officers, officials, employees, and volunteers are to be covered as additional insureds. Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to GSMA. GSMA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

3. Code of Conduct

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

4. Conflict of Interest Policy

4.1. A conflict of interest is a set of circumstances that creates a risk that an individual's ability to apply judgment or act in one role is, or could be, impaired or influenced by a secondary interest. It can occur in any situation where an individual or organization can exploit a professional or official role for personal or other benefit. Conflicts can exist if the circumstances create a risk that decisions may be influenced, regardless of whether the individual actually benefits. The perception of competing interests, impaired judgment or undue influence can also be a conflict of interest.

4.2. Examples of conflicts of interest situations such as:

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

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

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

4.4. Disclosure of conflicts of interest is a continuing obligation, requiring an updated disclosure should a conflict of interest begin, end, or circumstances change in any material way.

4.5. The disclosures required in Schedule 3, Respondent Information, will form the basis for GSMA's internal analysis as to the acceptability of the conflict of interest and how it may be managed. Should any information contained therein prove to be inaccurate, GSMA reserves the right to terminate the contract immediately with no penalty, notwithstanding any other term in the MSA to the contrary.

5. Data Security

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	Address	Percent Ownership

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

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

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

Schedule 4
Code of Conduct

Purpose

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

Scope

This GSMA Code applies to all suppliers and 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.