

GSM Association ("GSMA")

REQUEST FOR PROPOSAL

MOBILE MONEY CERTIFICATION SCHEME OPERATOR

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The GSMA

<u>The GSMA</u> unites over 1000 mobile operators and businesses across the ecosystem and related industries to advance innovation and reduce inequalities around the world.

The GSMA is a global organisation unifying the mobile ecosystem to discover, develop and deliver innovation foundational to positive business environments and societal change. Our vision is to unlock the full power of connectivity so that people, industry and society thrive.

Representing mobile operators and organisations across the mobile ecosystem and adjacent industries, the GSMA delivers for its members across three broad pillars: Connectivity for Good, Industry Solutions and Events.

The Mobile Money Programme

<u>The Mobile Money Programme</u> strives to build a digital finance ecosystem that is inclusive, innovative, and safe - and at a scale that supports a commercially sustainable industry, reaching the most excluded in our society.

For the past 10 years, the GSMA Mobile Money Programme has played a critical role in driving financial inclusion and supporting the growth of the mobile money industry. By delivering industry data and insights, advocating for industry needs in nascent and evolving regulatory environments and supporting mobile money providers to build and scale digital finance platforms, we have helped reach the world's most vulnerable with innovative use cases and life-enhancing financial products and services.

The team's approach combines market engagement to align closely with the industry on priorities and strengthen the ecosystem through commercially beneficial partnerships; research to generate valuable industry data, including gender-disaggregated data, and inform insights and publications; and advocating for enabling policy and regulatory environments to maximise the impact of the private sector.



Context

As the mobile money industry expanded, the GSMA and its members introduced the Mobile Money Code of Conduct in 2015 to facilitate the consistent advancement of safe and responsible digital financial services. This initiative later evolved into the Mobile Money Certification, launched in 2017 to bring safer, more transparent, trusted and more resilient financial services to millions of mobile money users around the world. The Certification does this by promoting excellence in the provision of mobile money services and setting a public bar to which all mobile money providers can aspire. The Certification is based on independent assessments of a mobile money provider's ability to deliver secure and reliable services, to protect the rights of consumers and to combat money laundering and the financing of terrorism in line with industry and global best practices.

The Certification complements local regulations by providing guidance to providers on how to implement international best practices from a practical and operational perspective. As an industry driven initiative, it acts as an aspiration for mobile money providers to go beyond compliance with regulation and achieve excellence in risk management and consumer protection. Responsible business practices are essential to help regulators achieve their goals around financial inclusion, stability, integrity and consumer protection. More information on the Certification can be viewed here.

The operational aspects of the Certification are currently implemented through a Scheme Operator who implements the technical aspects for the Certification in line with set principles of the Certification.

Services and Deliverables

The GSMA is seeking to revamp the Certification by reviewing the scope of the Scheme Operator and enhancing its value proposition. The Scheme Operator will be required to expand the Certification scope to include the wider financial ecosystem. Additionally, assessments and recertifications must be promptly completed within an SLA and a success rate defined by the GSMA. Information on the current assessment criteria is available through this Link. As a result, qualifying organisations are invited to bid for the role of Certification Scheme Operator through a three (3) year renewable contract. The Scheme Operator will have extensive experience in independently assessing the competency and credibility of similar schemes in the telecommunications and/or digital finance space.

Deliverables

- Programme Management: The Supplier shall be responsible for the programme management of
 the certification scheme, including processing documents, enforcing policies, managing disputes,
 responding to questions about the scheme and reporting to and liaising with the GSMA, as
 described in greater detail below.
- **Business Development:** The Supplier will be responsible for driving adoption of the Certification and all marketing responsibilities including brand engagements.
- Assessor Management: End to end management of Certification assessors including training, and performance management.
- Renewal: The Supplier shall define rules for if/ when individual assessors will need to renew their
 accreditation and training and when and when mobile money providers will need to renew their
 certification, and the process for both.
- **Client Satisfaction:** Supplier will be responsible for client satisfaction with audit processes, outcomes and value proposition.

Eligibility

 Accreditation: The company must be accredited by a recognised accreditation body to conduct financial systems audits and in possession of the requisite certifications.



- **Experience:** The company should have a proven track record of conducting financial audits, preferably in the digital financial services sector. A proven track record of successful certifications or similar undertakings will be an added advantage.
- Quality Management System (QMS): The company should have a documented quality
 management system in place to ensure the quality and consistency of its audit services. The
 QMS should comply with the requirements of ISO 9001 or equivalent standards.
- **Ethical Standards:** The company should adhere to ethical standards and be professional in its operations. Supporting evidence demonstrating this will be an added advantage.
- **Compliance**: The company should comply with all relevant laws, regulations, and standards related to its auditing activities.
- Resources: The company should have the necessary resources, including personnel, equipment, and facilities, to conduct Certification assessments effectively and efficiently. The company should have qualified and competent assessors with relevant experience.
- **Mobile Money/Financial Services Experience**: Expertise in the Mobile Money and Digital Financial Services industry is preferred.
- Partnerships and Client Management: Existing client base and ability to maintain relationships and develop new business relationships on a continual basis.
- **Conflict Of Interest**: Must not have any conflicts of interest, must have an organisational confidentiality policy, and must uphold professional integrity.

GSMA Oversight of Supplier

The GSMA will retain oversight of the Supplier's activities and performance through an agreed upon mechanism that includes but is not limited to:

- Monthly and annual reports on assessments (number of assessments/renewals requested, carried out, and successful), disputes, compliance with SLAs, communication volume
- Annual report concerning the financial results of the certification scheme and the financial status of Supplier's business (without disclosure of client specific information)
- Quarterly review meetings (to be attended by senior staff and project leads from Supplier and the GSMA

GSMA Contact Details

All correspondence and queries in relation to this RFP must be emailed to apark@gsma.com and copied to rspriggs@gsma.com

Proposal structure

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 guestions 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 19 April 2024, 17.00 GMT. Electronic submission should not exceed more than 5mb in size and will be accomplished through email to apark@gsma.com and copied to rspriggs@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.



RFP Timelines

Time and Date	Action
15 March 2024	RFP Issued
12 April 2024	Cut off time to express interest.
19 April 2024	Submit questions to GSMA by this date
26 April 2024	Questions and answers circulated back to all Bidders
3 May 2024	Cut off time and date for RFP to be received by GSMA
6 May to 17 May 2024	Estimated GSMA RFP assessment period
20 to 24 May 2024	Follow up calls [if required] and shortlisted bidder presentations [if required]
27 to 31 May 2024	Expected date for inviting one or more bidders to negotiations.
5 July 2024	Supplier selected and onboarding to commence

Financial and Legal Elements of the Scheme

If the Supplier seeks to engage an assessment company, the Supplier will enter into an agreement with each assessment company providing the terms under which the assessment company will conduct assessments of MMPs. The GSMA will approve the form of such agreement. Any material amendments to the form agreement will require prior written approval by the GSMA, including without limitations any amendments to the clauses governing the Certificate of Compliance, the Disclaimer of Warranties, Limitation of Liability and Indemnification.

- The Supplier will enter into a Certification Trademark License Agreement with each MMP that is accredited. The GSMA will approve the form of this agreement.
- MMPs that are members of the GSMA shall be required to pay Supplier a flat fee of \$16,000 to participate in the Assessment and certification process. MMPs that are not members of the GSMA shall be required to pay Supplier a flat fee of \$25,000 to participate in the Assessment and certification process.
- MMPs that elect to have an onsite Assessment shall be required to pay an additional fee
 of \$2,500.
- The fees described in above will be due and payable prior to the commencement of any material services by Supplier.
- MMPs that elect to have an onsite Assessment will be responsible for the payment of reasonable travel expenses, without markup, which will be billed by Supplier in arrears.
- MMPs that seek to make material changes to the Assessment and Certification Agreement
 with Supplier will be assessed charges for Supplier's professional time in negotiating such
 agreement, which will be billed on an hourly basis at Supplier's normal hourly rates.

The GSMA will not have any financial obligations for scheme operations.



Schedule 1

GSMA RFP Process and Expectations

1. Definitions

- a) Request for Proposal ("RFP") means this document, together with its Schedules and any addendums, exhibits, or policies referenced herein.
- b) GSMA Group means the GSM Association, its Affiliates and GSMA members together with the directors, employees and agents of each of those.
- c) Bidder means any party that has a) signed an NDA; and b) received this RFP.
- d) Deliverables means the items, documents, or other tangible products to be provided to GSMA as outlined in this RFP.
- e) Services means the services outlined in this RFP.
- f) 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.
- g) Proposal means the Bidder's response to the RFP.
- h) Term means the period required to complete the Services and Deliverables as detailed in this RFP.
- i) 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

- a) The Services and Deliverables required are as set out in this RFP.
- b) 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.
- c) 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.
- d) 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

- a) GSMA hereby invites you to submit a Proposal for the Services and Deliverables in accordance with the requirements of this RFP.
- b) 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.

- c) Bidders must not:
 - i) Tell any other party what their Proposal contains or may contain;
 - ii) Try to obtain information about any other party's Proposal;
 - iii) Make arrangements with another organisation about whether or not it should submit a Proposal or about the other organisation's Proposal or lack thereof; or
 - iv) Offer any inducement of any kind in relation to obtaining this or any other contract with GSMA.
- d) Accuracy of Data/Bidder responsibilities.
 - i) 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.
 - ii) 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.
 - iii) 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.
- e) Completeness of Proposal
 - i) 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.
 - ii) The Bidder is required to clearly state if they do not wish to respond to a specific question, and explain such refusal.
- f) Cancellation or Amendment
 - i) 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.
 - ii) 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.
 - iii) Nothing in this RFP constitutes an offer capable of acceptance by the Bidder.
- g) Validity
 - i) The Proposal shall remain valid for three (3) months from the closing date for receipt of the Proposal.
- h) Acceptance
 - i) 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.
- ii) 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.
- iii) Any decision as to the successful Proposal is a matter solely for GSMA based on whatever criteria GSMA deems relevant.
- i) Post-Proposal Negotiations
 - i) GSMA may, at its option, conduct post-tender negotiations with one or more Bidders.
 - ii) GSMA may invite Bidders to present the Proposal, answer any outstanding questions and conduct any post-Proposal negotiations.

j) Bidder Costs

i) 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.

k) Proposal Contents

- i) 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 itemised 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.
- ii) All variations from and failures to meet the requirements stated in this RFP must be identified explicitly as described in Section 2.2.
- Language
 - i) All Proposals must be in English.
- m) Submission Guidelines
 - i) Bidders must submit their Proposal to the GSMA Contact by email no later than the date and time specified in the Proposal Timeline.
 - ii) 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.
 - iii) If, following submission of the Proposal, the information contained therein changes, Bidders must advise the GSMA Contact immediately.

n) Terms and Conditions

- i) 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.
- ii) By submitting a Proposal, the Bidder acknowledges and agrees that:
 - (1) At GSMA's option, Bidder will enter into a <u>Schedule A</u>, 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
 - (2) Bidder will be bound by any requirements in this RFP, obligations of its Proposal, and the T&Cs.
- o) Structure of Bidder's Proposal
 - i) Bidder's Proposal shall contain:
 - (1) A completed Schedule 3 to this RFP (Bidder's Information);
 - (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) The Total Price, including price breakdown and itemisation per the template included in Schedule 4;
- (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
- (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 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 organisation.

Company's directors	
List members of the Management Board	
Partners	
Associates	



Other	
C (101	

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	0
servic	es to GSI	MA?											

Yes	No
100	110

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

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.

5. Conflict of Interest Questionnaire

- a. 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.
- b. Ownership Share

Name	Address	Percent Ownership

a. Distributive Income

Name Address	Percent Ownership
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- b. Does Bidder use a lobbyist or agent? If so, please disclose.
- c. Disclosure must be made of any gifts or entertainment provided to GSMA employees in the past twelve (12) months.
- d. 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 3 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.
- Health, Safety and Hygiene: All employees should expect to work in an environment that is both safe
 and healthy. Adequate steps should be taken to prevent accidents occurring in the normal course of work
 including the provision of suitable health and safety training.
- 4. **Discipline:** Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is not acceptable. Disciplinary and grievance procedures shall be clearly documented and communicated to all employees.
- 5. **Freedom of Association and Employee Representation**: Organisations should adhere to all local laws regarding trade union representation and the formation of employee representation groups
- 6. Working Hours: working hours should not be excessive and shall comply with relevant national laws.
- 7. **Equality of Treatment:** Organisations will seek to avoid any form of unlawful discrimination in all aspects of employment including, but not limited to the following protected characteristics or any others that may be covered by local legislation: age; caste or tribe; disability; gender / sex; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sexual orientation; military status.
- 8. **Remuneration:** Wages and benefits afforded to workers should meet national standards. Workers should be provided with clear written information on their pay and conditions. Excessive deductions on wages should not be permitted as a disciplinary measure.
- 9. Employment terms: All workers should be provided with simple, written contracts which must detail the terms and conditions of their employment. Contracts should be clearly understandable to each worker. Work performed should be on the basis of recognised employment law and practice.
- 10. Right to work: It is expected that supplier's hiring practices will accurately verify a worker



11. **Community impact:** Organisations are encouraged to support the communities in which they operate through appropriate community initiatives.

It is understood that organisations must comply with national and other applicable laws and regulations and where there is conflict between these and the GSMA Code then the highest standards linked with such laws and regulations shall be applied.

Environment

We seek to ensure that appropriate attention is paid to environmental issues when GSMA purchase products and services. In all cases suppliers should be able to demonstrate environmental policies and management systems sufficient to ensure continuous improvement in environmental performance and be in accordance with local and internationally recognised environmental standards.

Business Practices

Suppliers shall comply with applicable local laws and regulations concerning bribery, corruption, fraud and unethical business practices.



Schedule 4 Declaration

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:

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:

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

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:	