



GSMA

REQUEST FOR PROPOSAL

M4H Innovation Fund Management

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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 is a global organisation unifying the mobile ecosystem to discover, develop and deliver innovation foundational to positive business environments and societal change. Our vision is to unlock the full power of connectivity so that people, industry, and society thrive. Representing mobile operators and organisations across the mobile ecosystem and adjacent industries, the GSMA delivers for its members across three broad pillars: Connectivity for Good, Industry Services and Solutions, and Outreach through the provision of the world's largest platform to convene the mobile ecosystem at the MWC and M360 series of events.

GSMA Mobile for Development (M4D) is a dedicated global team within the GSMA that brings together our mobile operator members, tech innovators, the development community, and governments. Singularly positioned at the intersection of the mobile ecosystem and the development sector, the M4D team stimulates digital innovation to deliver both sustainable business and large-scale socio-economic and climate impact for the underserved. The team identifies opportunities and provides support for innovations in digital inclusion, financial inclusion, gender equality, agriculture, essential urban services, humanitarian and climate resilience and adaptation.

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 organisation registered in Georgia, USA.

Background

The GSMA Mobile for Humanitarian Innovation (M4H) programme works to accelerate the delivery and impact of digital humanitarian assistance. This is achieved by building a learning and research agenda to inform the future of digital humanitarian response, catalysing partnerships, and innovation for new digital humanitarian services, advocating for enabling policy environments, monitoring and evaluating performance, disseminating insights and profiling achievements. Since 2017, the [Mobile for Humanitarian Innovation Fund](#) has provided more than 20 grants, totaling over GBP 6 million, to projects implementing across 27 countries. References to past projects and previous 3 humanitarian funding rounds can be found [here](#).

In February 2022, the UK Foreign, Commonwealth & Development Office (FCDO) announced an additional £15.5 million of funding over five years to the Mobile for Humanitarian Innovation (M4H) programme including an Innovation Fund for providing equity free grants to address the growing humanitarian challenge through mobile-enabled technology.

The GSMA M4D Foundation requires the services of a firm (the "Fund Manager") to support the GSMA team to manage the full lifecycle of the Innovation Fund with a strong focus on managing risk at every stage of the process, namely:

1. **Fiduciary risk** (Leading to a legal non-compliance or a criminal offence): prevention of Aid Diversion including Terrorism Financing, Money Laundering, Fraud, Bribery and corruption, Mismanagement of funds (including not using funds for the purpose of the grant) and any other Unlawful use of funds
2. **Reputational risk** (Harming the reputation of the GSMA M4D Foundation and its donors): monitor grantee's ability to comply with local laws, fulfil tax obligation, safeguard vulnerable groups (including children), or any other risks that may cause reputational harm.
3. **Delivery risk** (Leading to the grant not achieving its objective): monitor the risk of project failure including; project not completing timely, becoming unsustainable, budgetary underspend or overspend or the risk of causing inadvertent harm.

Scope

The GSMA team plan to launch three funding rounds ('rounds') for the Mobile for Humanitarian Innovation programme over the next three years and have up to £6 million to disburse to grantees. The first round is expected to be launched in September 2022, with a further two rounds expected to be launched sequentially in 2023 and 2024 (roughly one year apart). At the time of this RFP, the thematic focus and budget of each round is still to be determined (also each round is likely to be around ~£2m each).

The GSMA M4H programme recognises the potential role of both traditional and non-traditional organisations in humanitarian innovation, the different models for sustained delivery of solutions, and the importance of increasing knowledge as well as creating impact. Subject to defining the specific goals of each round, it is possible that eligible applicants will include humanitarian organisations (including international, national and local non-governmental organisations), established private sector companies, social enterprises and start-up organisations. It is expected that services provided by the Fund Manager take these factors into consideration and support the unique context and approach to innovation grant funding as undertaken by M4H.

3. Service and Deliverables

High level services and deliverables requirements / project description

The services of the Fund Manager are described below, and are separated as per the different phases of the Innovation Fund:

Set- Up

The Fund Manager will adapt existing selection processes, policies and procedures relating to the Innovation Fund (potentially develop some if these do not exist), ensuring that the processes and templates are developed in accordance with the GSMA current Innovation Fund processes and to minimise all risks (financial, legal, ethical, and reputational) to the organisation. This includes (and is not limited to):

- Support the GSMA to develop the 'Term Sheet' (terms and conditions for applying) in consultation with the GSMA M4D Team to determine objectives of the Fund, eligibility criteria, timelines, match funding requirements, etc. This will be applicable for each fund round and should be accompanied with relevant guidelines to assist potential applicants at each stage of the selection process e.g. 'how to complete', checklists etc.
- Develop template for concept note document in consultation with the M4D team.
- Set up online application portal for receiving and storing pitches for all stages and managing application review process. The online application portal may be chosen by GSMA or provided by the Fund Manager. The Fund Manager must ensure compliance with GDPR guidelines.
- Update (or develop if needed) processes for assessing pitches (including review template, scoring criteria, longlist/shortlisting etc.) in consultation with GSMA.
- If needed for the specificities of the round, update any existing GSMA due diligence processes, including criteria and templates for any round specific guidance in consultation with GSMA.
- Update (or develop if needed) any standard application templates, including financial proposal and questions for round specific requirements in consultation with the GSMA.
- Update (or develop if needed) quarterly and financial reporting templates and grant 'closing' processes and templates (for grantees to complete) in line with GSMA guidelines.
- Propose risk and issues management system (operational, fiduciary and reputational) and adapt reporting requirements, risk thresholds and mitigation plans (e.g. additional reporting, audits, etc.) in line with GSMA risk appetite

Selection process management

The selection process comprises 3 stages:

Concept Note stage: Following Fund launch, the Fund Manager will:

- Review concept notes received via application portal against eligibility criteria, ensuring consistency across the scoring system
- Manage all formal communication to applicants
- Overseeing the long listing and short listing process, to ensure transparency and fairness: the selection of the final applicants going to the full proposal stage is indeed done through a long listing of the top ~70/80 applications followed by a short listing of the top ~30-40 applications going to the full proposal stage.
- Manage the long listing and short listing meetings, especially providing live trackers during the meetings (such as on geographical spread, thematic spread and other qualifier (like female funders))
- Assist GSMA in identifying projects in extreme risk markets that require enhanced due diligence

Full proposal stage: Following concept note stage, the Fund Manager will:

- Brief applicants on requirements and timelines for proposal stage, in consultation with GSMA and ensure they understand requirements and how to use proposal templates for submission
- Conduct the company due diligence for all applicants as described below. The Fund Manager will coordinate with the GSMA manager who will be responsible to do the project due diligence
- Critical review of all proposed budgets (i.e. value for money) and project activities (i.e. are they logical?) during the proposal stage to assess each applicant's capacity to utilise budgets in the project timeframe, including up to 1-2 rounds of feedback and subsequent reviews per applicant.

Company Due Diligence:

- Conduct remote due diligence for all applicants including verification of documents received (e.g., references, background checks, etc.) and an assessment of:
 - a.) Governance and Controls (Governance, Fraud, Bribery and Corruption, Data Protection, Internal Control, Ethics including safeguarding for children and vulnerable adults, if applicable)
 - b.) Ability to Deliver (Past Performance, Staff Capacity and Capability, Programme Management)
 - c.) Financial Management (Financial Stability and Viability, Accounting Practices, Strength of Audit, Policies, Procedures and Systems)
 - d.) Management of Downstream Partners (Due Diligence, Contracts, Monitoring and Management, Fraud, Bribery and Corruption)
- Complete enhanced due diligence frameworks for applicants in High or Extreme risk locations, with input from GSMA
- Based on the due diligence, interviews and budget reviews conducted, log risks identified in the company due diligence and submit a full assessment report to the GSMA including:
 - a.) Findings on selection.
 - b.) A risk assessment of all company due diligence risks (external context, delivery, fiduciary and reputational), providing a proposal on risk rating and mitigation strategy to be implemented should an applicant be selected

Independent Selection Panel: The Fund Manager will:

- Update the Fund Panel recommendation forms with the results of the company due diligence (as described above)
- Review conflict of interests & risk (reputational, ethical etc.) of proposed Selection Panel members and coordinate briefing calls with selected panel members.
- Prepare agenda for selection panel and all necessary documentation for the Selection Panel meeting
- Act as **moderator** and secretary to meetings: capture decisions and feedback to applicants, organise in action items and minutes of meeting, to be reviewed by GSMA before sharing with the Selection Panel. Especially provide live trackers during the meetings (such as on geographical spread, thematic spread and other qualifier (like female funders))
- Provide successful and unsuccessful applicants with comprehensive feedback after the independent Selection Panel decision

Portfolio Management

Once grantees have been selected, the Fund Manager will assist in contracting process:

- Review and approve final work plans, evidence requirements, budgets and payment schedules with successful applicants to ensure contract ready, considering any conditions imposed by the Panel
- Lead on-boarding for all grantees on the grant reporting requirements and the use of the quarterly narrative and financial reporting templates. Participate in orientation sessions for grantees.
- Validate and track/update financial matching commitments agreements between applicants and funding matchers
- Proactively identify and monitor risks (including those identified during proposal stage) and maintain risk dashboard

Once the contracts are executed and projects are started, the Fund Manager will have the following reporting responsibilities including:

- Adapt and manage streamlined, user-friendly process for all reporting from grantees (quarterly reports, financial etc.) to establish that grantees' activities remain compliant from a financial, reputational and legal perspective and to ensure milestones are met.
- "Provide final validation and approval of evidence submitted by grantees as proof of milestone achievement (please note that the Fund Manager is not responsible for processing payments to grantees, this responsibility stays with GSMA)
- Proactively identify risks and maintain a risk dashboard at portfolio level highlighting potential risks and issues (operational, fiduciary and reputational) and mitigation plans (e.g., additional reporting, audits, etc.) for each grant (in collaboration with GSMA)
- Participate in portfolio review meeting with GSMA team and provide updates including on the risk dashboard
- Obtain from the grantee and review quarterly financial reports to:
 - a.) ensure reported expenditure is true and in line with the project activities performed (work plan),
 - b.) identify risk of aid diversion,
 - c.) ensure expenditure is in accordance with the funds operating principles and procedures,
 - d.) identify deviations from the approved budget; and
 - e.) ensure reports are complete and auditable.
- Provide quarterly financial review checklist for each grantee as per the agreed template
- Conduct mid-way and final spot checks of each grantee's Financial Reporting information – including reviews of unevidenced costs, scrutiny of high value procurements, and confirming accuracy of project asset registers
- Be a problem solver and provide reasonable ongoing support to Grantees to help them improve financial reporting capacity and understanding where it is identified that they are struggling to fulfil GSMA requirements.
- Provide and maintain portfolio level report per round with analysis on the financial status of each grantee, project progress, and highlighting potential risks (including delays) to the GSMA
- When/where projects fail to meet milestones and implement original proposal agreed, or fail to meet financial reporting guidelines and standards as agreed in original application, work with grantee and GSMA to determine whether revision of grantee milestones and budgets are the most suitable course of action necessary
- Contribute to the revision of grantee milestones and budgets and assist as needed with related administration and reporting requirements
- Where GSMA determines that terminations of contracts are necessary, lead on administration and reporting
- Collect and review end of grant reports (project and financial, including evidence, project asset transfer requests) supported by the GSMA team and provide approval of final milestone and final financial quarterly report

Please refer to Annex 1: Illustration of breakdown of responsibilities between Fund Manager and GSMA for each stage.

3.1 Service Levels and service availability

- A mechanism for formally monitoring and reviewing performance of the service to be discussed with shortlisted bidders

3.2 Delivery milestones

- Finalise all systems, processes and documentation required for the set-up stage at least 4 weeks ahead of each round launch
- Round one to be launched September 2022 (Open call for applications) and could take up to nine months to complete contracting, the typical duration is as follows:
 - **Set up – 12 weeks**
 - **Concept Note stage- 11 weeks:** 6 weeks for submissions and 5 weeks to review and shortlist
 - **Proposal stage- 14 weeks:** 8 weeks for submissions and 6 weeks to finalise due diligence reviews and final recommendations for the fund panel
 - **Panel stage- 3 weeks:** fund panel pack and applications are sent to the panel at least two weeks in advance. Fund panel meeting is 1-2 days depending on the size of the round
 - **Contracting- 14 weeks:** includes new supplier onboarding, finalisation of grant agreement.
- A further 2 rounds are expected to be launched sequentially in 2023 and 2024.
- For each round of the three rounds, a portfolio of eight to ten estimated (*subject to change*)
- Grants to be awarded for twelve to eighteen months' period
- Engagement period to end March 2027

N.B. Respondents to this RFP should address how they will manage overlap and resource allocation within the timing of the rounds, for example between the proposal stage for round 1 and the launch of round 2.

3.3 Location of delivery

The M4H Innovation Fund expects to be global in scope, however mainly focused in countries from sub-Saharan Africa and Asia Pacific (and may include high- or extreme-risk countries, as identified by the GSMA's country risk matrix); however, specific regions and/or countries may be prioritized in specific funding rounds. The expectation is that the services of the firm will largely be conducted remotely but might require some occasional travel.

The GSMA's delivery team will be based indifferent locations around the world, including London and Nairobi

3.4 Project management requirements

- Provide an implementation plan which outlines timeline and resource allocation which factors the need for continuity of staff throughout the project and a single point of contact
- Quarterly progress review meeting (in person/remotely) and forwarding planning (incl. resource planning and forecast updates)
- Provide monthly updated forecasts, with individual details to ensure how costs are incurred versus budget (e.g., through timesheets and forecast)
- Timely submission of invoices to GSMA on a quarterly basis which must include an updated forecast for the coming quarter

3.5 Out of scope

- **Formal announcement of Fund launch:** this will be managed by the GSMA
- **Marketing and Outreach to potential applicants and managing contact database:** this will be managed by the GSMA.
- **Thematic area of each round:** this will be determined by GSMA based on the needs of the donors and the GSMA.
- **Fund Criteria:** while the selected firm may review and contribute, financial reporting rules and the criteria for each fund round will be determined by the GSMA.
- **Fund Panel composition:** GSMA is responsible for selecting and confirming the composition of the fund panel.
- **Project (non-financial due diligence) and field visits:** standard visits completed during the full proposal stage and field visits during the grant period (1-2) will be conducted by the GSMA team.
- **Final decision of applicants going to the Fund Panel:** this is determined by GSMA based on all input of the due diligence process
- **Background checks on applicants (World check):** the selected firm will assist with collation of data but GSMA compliance will be responsible for performing checks on applicants when required.
- **Final selection of portfolio:** this will be the responsibility of independent fund panel based on the recommendation forms.
- **Monthly progress reports and verification of socio-economic KPIs:** this will be the responsibility of the GSMA's Market Engagement Managers.
- **Contract with grantees:** GSMA will enter bilateral agreements with all companies who are awarded grant funding. The firm selected will not be a party on the agreement.
- **Disbursing funds to grantees and confirming payment:** grant funds will be released by GSMA finance team upon confirmation of approval from the firm selected.
- **Any technical assistance provided to the grantees:** this will be the responsibility of the GSMA.
- **Monitoring and Evaluation:** a dedicated M&E team within GSMA will provide the M&E framework and review the theory of change.
- **Donor reporting:** GSMA will be responsible for reporting to the donor(s)
- **Issue grant amendments and terminations:** The firm will be required to contribute to grant amendments or terminations however changes in the contract will be issued by the GSMA.

4 Additional mandatory requirements

	Mandatory Requirements
i.	Provide project team CVs and bios
ii.	Provide references to similar projects and examples of support provided
iii.	Client references
iv.	Existing risk management framework
v.	Data protection policy

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

5 RFP timeline

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

Time and Date	Action
April 5, 17:00 GMT	RFP Issued
April 8, 17:00 GMT	Cut off time to acknowledge intention to respond by submitting a completed Schedule 3 to the GSMA Contact
April 13, 17:00 GMT	Submit questions to GSMA by this date

April 19, 17:00 GMT	Questions and answers circulated back to all Respondents
May 9, 17:00 GMT	Cut off time and date for RFP to be received by GSMA
May 9 – May 23	Estimated GSMA RFP assessment period
May 25 – May 26	Shortlisted Respondent presentations and interviews
May 27	Estimated date for invitation to negotiations extended to one or more Respondents

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:

Sheila Moa (smoa@gsma.com) and Julie Schurei (jschurei@gsma.com) (the “GSMA Contact”).

6.2 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

The Respondent’s response must address all items outlined in Section A and in the format designated in Sections A3 ‘Services and deliverable requirements and factoring “*Annex 1 illustration of breakdown of responsibilities between Fund Manager and GSMA for each stage*”.

Keeping the same structure as outlined in section 3 (above), the respondent should describe and demonstrate how your organisation is best positioned to perform these activities:

- (1) Set-up of process, policies and procedures
- (2) Selection Process management (Concept Note, Proposal, Panel & Contracting stages)
- (3) Portfolio Management

The respondent should also outline:

- a. how you plan to address each stage and manage the overlap of multiple rounds
- b. how you will tailor your offering and your approach to working with the GSMA
- c. examples of your experience or offer evidence.

The respondent should include clear explanation / evidence on following:

- strong understanding and practical experience of managing funds in humanitarian contexts / innovation context.
- an experienced core team able to maintain quality control over the assessment, appraisal and programme management process
- the ability to provide a diverse team, especially in terms of gender, ethnicity, professional background
- experience of undertaking appraisal of project proposals as part of a competitive application process
- experience of managing grant funding schemes
- the ability to correspond clearly and effectively with a wide range of contacts
- good understanding of performance assessment methodologies and practices
- the financial skills and experience necessary to successfully manage a £6m Fund
- Its approach to be a partner to the GSMA during all the different processes explained in the RFP. The Fund Manager will be required to demonstrate a solution orientated approach to ensuring innovators are aligned with compliance requirements, this should include support to innovators to improve their compliance with donor requirements and ensuring compliance is contextualised.

If the respondent has an in-house solution (or recommended external solution) for an application portal (see section 3, set-up section), the respondent is required to provide an overview of the solution(s) and costs separately.

7.1. 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 7.2, 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.

7.2. Total Price

1. The Respondent is to provide a quotation for the scope outlined above using templates below. Given the nature of the project, the financial proposal should be structured to reflect the impact of the different 'rounds' of funding.
2. Breakdown of the charges should include the expected number of workdays planned for each task outlined above.
3. We encourage the Respondents to include any additional narrative supporting the proposed financial modeling based on experiences managing similar funds – for instance, a preferred model could be charging based on actual time spent with a high-level financial cap.
4. The services will be invoiced by the Respondent on a quarterly basis.
5. The GSMA default currency requirement for all proposals is 'UK Pounds Sterling'.

Schedule A: Rate Card

Position/Title	Unit/Activity Description	Standard Base Rate	Discount Applied	Discounted Rate	Volume	Total Charge
<i>Ex: Staff Accountant</i>	<i>Performs financial reviews of grant proposals</i>	£100	25%	£75	20	£1500

Schedule B: Effort per Round

(1) Pre-Launch: Set-up of process, policies and procedures

Position/Title	Standard Base Rate	Discount Applied	Discounted Rate	Volume	Total Charge
<i>Ex: Staff Accountant</i>	£100	25%	£75	20	£1500

(2) Selection Process management (Concept Note, Proposal, Panel & Contracting stages)

Position/Title	Standard Base Rate	Discount Applied	Discounted Rate	Volume	Total Charge

<i>Ex: Staff Accountant</i>	<i>£100</i>	<i>25%</i>	<i>£75</i>	<i>20</i>	<i>£1500</i>

(3) Grant/ Portfolio Management

Position/Title	Standard Base Rate	Discount Applied	Discounted Rate	Volume	Total Charge
<i>Ex: Staff Accountant</i>	<i>£100</i>	<i>25%</i>	<i>£75</i>	<i>20</i>	<i>£1500</i>

Total Cost Per Round:

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

- 5.1. 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.

- 5.2. Any information systems that hold information are required to be controlled in line with good information system security and operation measures and protected against information and service loss (physical and logical). Respondent should describe its information security and operation measures, including measures to protect against loss.
- 5.3. Respondent agrees it will agree to and comply with the GSMA Data Protection Addendum, attached to the T&Cs as Exhibit 1.

6. Regulation

- 6.1. 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.
- 6.2. 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.
- 6.3. 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

- 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). Respondent should attach a copy of Respondent'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, Respondent and its third party respondents, 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 Respondent, 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 Respondents 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 Respondent would perform similar services for its other customers.
- 8.2. 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 of 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?

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 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.