



GSMA

REQUEST FOR PROPOSAL

Digital Finance for All Monitoring Partner

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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 GSM Association represents the interests of mobile operators worldwide, uniting nearly 800 operators with almost 300 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 industry-leading events such as Mobile World Congress, Mobile World Congress Shanghai, Mobile World Congress Americas, and the Mobile 360 Series conferences. GSMA is focused on innovating, incubating and creating new opportunities for its membership, all with the end goal of driving the growth of the mobile communications industry. GSMA Ltd. and the GSMA Mobile for Development Foundation Inc. are wholly owned subsidiaries of the GSM Association.

2. Project overview

For this project, the successful Respondent will contract with the GSMA Mobile for Development Foundation.

The [GSMA](#) is a global organisation unifying the mobile ecosystem to discover, develop and deliver innovation foundational to positive business environments and societal change. The GSMA's [Mobile for Development \(M4D\)](#) Foundation drives innovation in digital technology to reduce inequalities in our world. Singularly positioned at the intersection of the mobile and development ecosystems, we stimulate digital innovation to deliver both sustainable business and large-scale socio-economic and climate impact for the underserved. Within M4D, the [Mobile Money programme](#) supports GSMA members and industry stakeholders to accelerate the development of the mobile money ecosystem for the underserved and increase financial inclusion.

Despite the potential of digital financial services (DFS) to help advance financial inclusion, a key barrier to adoption and usage of DFS is low digital and financial literacy (DFL). According to the [World Bank Findex Report 2021](#), one-third of mobile money account holders in Sub-Saharan Africa (SSA) said they could not use their mobile money account without help from a family member or an agent, with women being five percentage points more likely than men to need help.

DFS providers in emerging markets, however, struggle to provide actionable information and tools to help individuals engage in the formal financial sector through DFS. By improving DFL and advancing digitisation, marginalised and low-income individuals can become self-sufficient in engaging in the formal financial sector with a greater potential of achieving financial stability. Financial literacy is not just a mobile money industry concern, but a financial sector challenge that also affects card payments, banking, micro-finance, among other areas. There is a need for a multi-sectoral approach to effectively mitigate the challenge.

Project Context

In April 2024, the GSMA and Visa announced the launch of [Digital Finance for All \(DFA\)](#), a joint five-year Initiative that will deepen financial inclusion in the mobile ecosystem and improve financial health for more than 20 million individuals and nano, micro, and small enterprises (NMSEs).

This new Initiative will accelerate the impact that DFS can have on underserved populations, especially women, smallholder farmers (SHFs), and NMSEs by delivering the following outcomes:

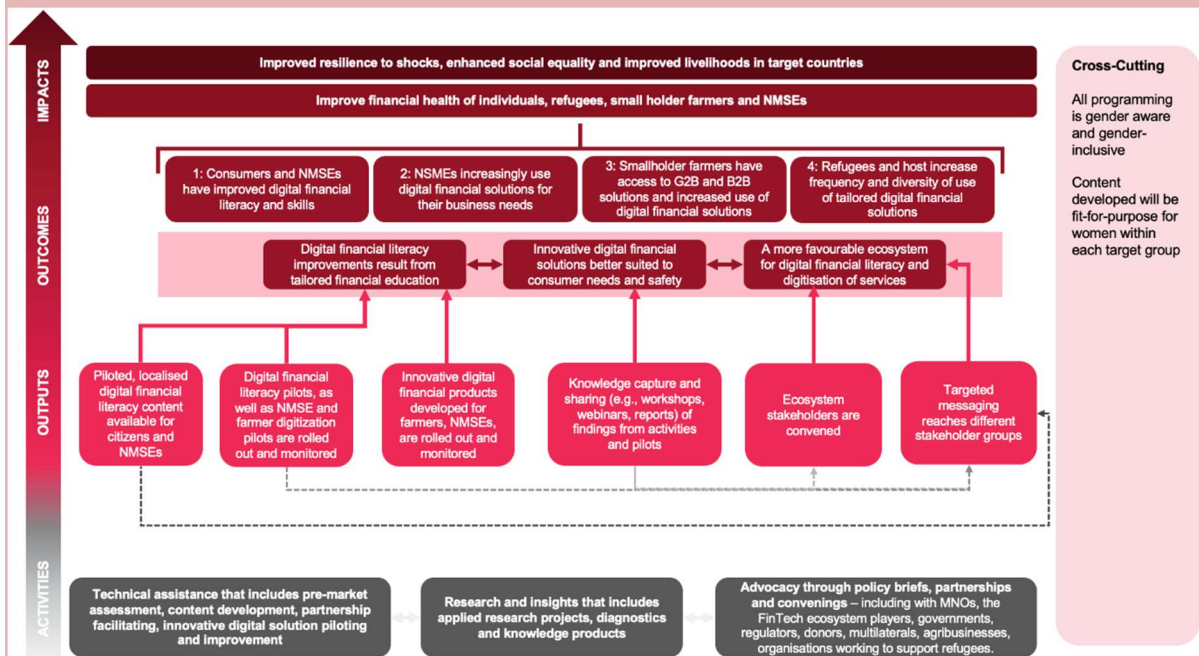
1. Consumers and NMSEs have **improved digital financial literacy and skills** which contribute to improved financial health and help them make informed decisions and access a wider range of digital financial services;
2. **NMSEs are increasingly digitised**, supporting their resilience and growth, while playing a key role in digital transformation (digitisation of cash), fostering economic development;
3. **Smallholder farmer financial inclusion** and the adoption of digital financial services leads to increased innovative Government-to-Business (G2B) and Business-to-Business (B2B) solutions serving SHFs; and

We are looking for a monitoring partner for the Initiative to assess the extent to which DFA is reaching its intended outcomes, as outlined in the theory of change below.

Theory of Change

This draft theory of change was developed by the DFA implementation team. It provides a high-level overview of the activities, outputs, outcomes and impacts that the Initiative intends to achieve. The baseline, midline and endline survey questions will be based on this theory of change. All evidence collected should aim to leverage data to outline the logical links in the theory of change.

Figure 1: Indicative Theory of Change for Digital Finance for All



The Initiative will be delivered in two of VISA's priority markets, Kenya, and a second market which will be selected from a pool of countries in Sub-Saharan Africa and Asia.¹ The Initiative's two priority markets will be confirmed during the inception period.

3. High level services and deliverables requirements / project description

The role of the monitoring partner is crucial to the inception and planning phases, and well as the Monitoring, Evaluation and Learning (MEL) of the Initiative. The monitoring partner will conduct data collection, including quantitative surveys and qualitative interviews, and analysis for DFA. This data will serve to assess the extent to which the Initiative has delivered on its intended outcomes and reached its intended beneficiaries.

Design and Deploy Quantitative Surveys with Qualitative Interviews

A staggered data collection approach will be conducted in the two countries that are selected from the pre-implementation market assessments that are conducted during the inception phase of DFA. The focus of the baseline survey is to develop a baseline understanding of the level of digital financial literacy, skills, and digitisation amongst the target audiences (individuals and NMSEs with a disaggregation by gender), the level of use of financial services amongst the target audiences, and the perceived benefits of these services on the lives of target audiences. Subsequent waves will duplicate the baseline survey, while adapting our sample to respond to changes in the pilot designs as the programme progresses. This should serve as an opportunity to test the logic of the theory change and make necessary corrections. Final waves will provide an assessment of the extent to which DFA was successful in achieving its intended outcomes. We imagine that this will follow this sequence, but are open to suggestions from bidders:

- Wave 1:
- Baseline – Country #1
- Wave 2:

¹ Priority markets in SSA include Democratic Republic of the Congo, Ethiopia, Ghana, Kenya, Nigeria, and Uganda. Priority markets in Asia include India, Indonesia, Philippines, and Vietnam.

Baseline – Country #2
 Midline – Country #1
 Wave 3:
 Endline – Country #1 and Country #2

We expect each cohort to include between 250-500 respondents. The sample of respondents for each survey should be representative of the country or region within which we will deliver DFA, its demographics, and the target audiences that DFA is focusing on. We would also expect a set of focus groups or key informant interviews at each data collection point. All data collection must be gender aware – from planning to the data collection tools, to the selection of survey respondents.

3.1 Detailed services and deliverables requirements

The following should be developed and delivered by the supplier:

- Monitoring framework – this should include metrics, data sources, and timing / frequency of data collection
- Inception report, including data collection plan and sampling approach.
- Data collection tools.
- Once data collection(s) is complete, a validation workshop with the DFA team.
- Analysis and reports for each wave of data collection per country. Outline of all reports will be agreed by the GSMA contract manager and supplier prior to fieldwork commencing. At a minimum, GSMA expects the reports to include clear executive summary, data analysis, comparison between waves (where applicable), recommendations and conclusions.
- Raw data collection in local language and English

All communication both written and verbal to the GSMA to be conducted in English by the Respondent (including the translation of documents required by law to be created in local language).

3.2 Delivery milestones

Baseline, Midline and Endline Timelines

The chosen supplier will be responsible for completing the following milestones by the stated deadline. Timelines are subject to change at GSMA's discretion and will be reviewed with the supplier during inception stage.

Delivery Stage	Completion Date
Inception Phase	
Kick-off meeting	27 February 2025
Co-creation: scope of data collection and monitoring framework confirmed in inception report (submitted in Word, between 7 and 12 pages in length)	6 March 2025
Data Collection	
All data collection tools developed and translated as appropriate with detailed sampling plan	6 March 2025
Fieldwork planning	12 March 2025
Field Work	
Conduct baseline survey in Kenya	31 March 2025
Validation and sensemaking workshop	w/c 21 April 2025
Submission of analysed baseline data report (maximum of 20 pages)	28 April 2025
Submission of all raw data	28 April 2025
Conduct midline survey in Kenya and baseline survey in country #2	30 October 2026
Validation and sensemaking workshop	w/c 9 November 2026
Submission of analysed baseline and midline data reports (maximum of 20 pages each)	30 November 2026

Submission of all raw data	30 November 2026
Conduct endline survey in two countries	31 January 2028
Validation and sensemaking workshop	20 February 2028
Submission of 2 x analysed endline data reports (maximum of 20 pages each)	1 March 2028
Submission of all raw data	1 March 2028

3.3 Location of delivery

The Initiative will be delivered in two of VISA's priority markets, Kenya, and a second market which will be selected from a pool of countries including - the Democratic Republic of the Congo, Ethiopia, Ghana, Kenya, Nigeria, Uganda, India, Indonesia, Philippines and Vietnam.

3.7. Out of scope

- The GSMA will, with the exception of the baseline, midline and endline surveys, lead on MEL. The activities that fall fully under GSMA include:
- Developing a theory of change and MEL plan.
- Communicating survey findings to GSMA audiences.
- Developing learning products.
- A process and end-of-project evaluation which will draw on data from the midline and endline surveys. The research partner will be named as a contributor on external reports which rely on data they have collected.
- In line with Mobile for Development policies, travel required to attend meetings at GSMA London offices cannot be included in the budget. All other travel should be included in the budget.

4 Additional mandatory requirements

Mandatory Requirements	
i.	Demonstrable experience in designing, developing and deploying multi-country quantitative and qualitative MEL and impact assessment data collection, including skills in quantitative and qualitative data analysis
ii.	Prior experience in relevant thematic areas, including digital financial inclusion, financial inclusion, agriculture, and women's economic empowerment
iii.	Demonstrable multi-country project management experience and a network of enumerators / local partners
iv.	Proven experience in delivering results to specialists and non-specialists
v.	A multilingual team and / or an established quality assurance process for translating tools into multiple local languages

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 the GSMA's sole discretion.

Time and Date	Action
19 December 2024	RFP Issued
27 December 2024	Cut off time to acknowledge intention to respond by submitting a completed Schedule 3 to the GSMA Contact
3 January 2025	Submit questions to the GSMA by this date
7 January 2025	Questions and answers circulated back to all Respondents

17 January 2025	Cut off time and date for RFP to be received by the GSMA
24 January 2025	Estimated GSMA Proposal assessment period
24 January 2025	Shortlisted Respondents notified
27-31 January 2025	Follow-up calls with shortlisted Respondents
3-7 February 2025	Estimated date 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:

Panos Loukos ploukos@gsma.com (the "GSMA Contact") and to Ruth Orbah rorbach@gsma.com

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 the GSMA's sole discretion, except on the deadlines as provided in the question and answer period described in the RFP Timeline.

7. Proposal structure

Proposals must be submitted on time, in Microsoft Word, and clearly address the requirements of the project as outlined above.

The GSMA will evaluate proposals based on the following elements. It is unlikely the GSMA will consider proposals that do not include each of these points:

1. Understanding of the brief – Suppliers should outline their understanding of the requirements and the value they believe the results will have.
2. Approach – Suppliers should outline how they intend to deliver the project as specified above. This should include:
 - Suggestions for alternative/supplementary approaches to address the central objectives;
 - An indicative timeline for delivery and demonstration of capacity to meet this; and
 - Any dependencies on GSMA staff
3. Team and responsibilities – The proposed team should be included with a short bio alongside proposed roles.
4. Relevant previous experience – Include up to three examples of similar types of projects
5. Risks and mitigation strategies – Each Bidder should specifically address how they would mitigate the following risks and are encouraged to include other potential risks and possible mitigation strategies.
6. Itemised quote – Bidders should provide a fully itemised quote. Proposals should be costed out in USD. It should include at a minimum a price for commissioning the project as described in Sections 2 and 3 of this document. All costs should clearly demonstrate breakdowns in terms of staff time, travel, direct costs and other expenses.
 - Suppliers are also asked to provide costs for any alternative or supplementary approaches suggested in your proposal.
 - A budget template can be found in Schedule 4.

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.
3. For the avoidance of doubt, the 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, the 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. Proposal Criteria Evaluation Weighting

Criteria	Importance	Weighting
Cost	Proposal's value for money	20%
Quality	Quality of the research approach outlined in the proposal, including degree to which it addresses the outlined research questions and proposal elements	35%
Bidder's capacity to manage the project on time and in budget	Demonstrated experience of running multi-country evaluations, selection of experienced high-quality research partner(s) and ability to manage the project on time and in budget	30%
Relevant experience	Bidder's experience in successfully conducting similar projects	15%

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.