



Request for proposal

Date: 11 January 2019

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1 Introduction

1.1 Profile of the UPU

The Universal Postal Union (UPU) was founded in 1874 in Berne, Switzerland, with the main goal of establishing a single postal territory for the reciprocal exchange of letter-post items and adopting common principles for the international postal service in a non-discriminatory manner. Currently comprising 192 member countries, the UPU became a specialized agency of the United Nations in 1948.

The main mission of the UPU is to stimulate the lasting development of efficient and accessible universal postal services of quality, in order to facilitate communication between the inhabitants of the world. This encompasses the commitment towards free circulation of postal items over a single postal territory composed of interconnected networks, adoption of fair common standards and use of technology, cooperation and interaction among stakeholders, promotion of effective technical cooperation, and satisfaction of customers' changing needs. The UPU is thus expected to play a major role in the constant revitalization of postal services.

Furthermore, the UPU facilitates the development of worldwide postal services by providing an information and communication technology environment which allows designated operators (DOs)¹ of UPU member countries to concentrate on the delivery of postal services to their customers. In this context, the UPU provides a global network with value-added services, as well as computerized applications for the management of international mail and international postal money orders.

2 RFP terms and conditions

Unless otherwise stated in this request for proposal (RFP), the term "Bidder" shall refer to any person, company or legal entity submitting a proposal in response to this RFP. The term "Vendor" shall refer to a successful Bidder, as the case may be.

2.1 Confidentiality

Bidders shall treat in strict confidence all information contained in this RFP and its attached documents which is not already publicly known or generally accessible, particularly any documentation marked as confidential and distributed by the UPU to Bidders as additional confidential RFP documentation. Bidders shall prevent disclosure or distribution of all such information to third parties and other entities and persons not expressly authorized herein. In case of doubt, these confidentiality provisions shall nevertheless be observed. All Bidders are obliged to observe these confidentiality provisions before, during and after the tendering process. These provisions shall not affect the UPU's and the Bidder's legal obligations to disclose information.

Bidders shall not use such information for any purpose other than the purposes associated with this RFP. This RFP and all attached documents may only be distributed or made available to persons directly involved in the tendering process on behalf of Bidders. In case external agents or subcontractors are involved in the preparation of the tender documents, they have to be named and indicated in the participation notification (see section 2.13).

Bidders assume full responsibility for compliance of their agents, employees and subcontractors, as well as any third parties involved on their behalf in this tendering process, with these rules of confidentiality and shall be liable for any damages resulting from misconduct or unauthorized disclosure.

If a Bidder violates the confidentiality provisions contained herein, it shall be liable to pay a penalty to the UPU unless the Bidder can prove that no fault is attributable to it. This penalty shall amount to no more than 50,000 CHF per infringement. Payment of any such penalty shall not release Bidders from their obligation to observe confidentiality.

Bidders willing to submit proposals in response to this RFP shall contact the persons specified below in this document and request receipt of additional RFP documentation from the UPU, as the case may be.

Without prejudice to the confidentiality provisions set out above, Bidders hereby agree that the receipt of such additional RFP documentation may be subject to the prior signature of a non-disclosure agreement between the Bidder and the UPU, under conditions to be determined and communicated by the latter.

¹ In accordance with article 1.7 of the Constitution of the UPU, a designated operator is any governmental or non-governmental entity officially designated by the member country to operate postal services and to fulfil the related obligations arising out of the Acts of the Union on its territory.

2.2 *Legal status of the Vendor*

The Vendor shall be regarded in law as having the legal status of independent contractor. The Vendor and its consultants, employees and subcontractors (as authorized by the UPU) shall in no way be regarded as employees of the UPU. Such consultants, employees and subcontractors of the Vendor shall not be entitled to any employment benefits of the UPU. The Vendor shall be solely responsible for due payment of all compensation owed to such consultants, employees and subcontractors, including payment of any employment taxes, benefits, compensation and insurance. The Vendor represents and warrants that it will comply with all laws, rules and regulations required by the relevant authorities, including the appropriate withholding, reporting and payment of all necessary taxes.

The Vendor shall be liable for all work performed by its employees, consultants and subcontractors, as well as for any act or omission by such employees, consultants and subcontractors.

The Vendor shall not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of its offer, or any of the rights and obligations contained in it, without prior written consent of the UPU.

The approval by the UPU of the engagement of any subcontractor shall not relieve the Vendor of any of its obligations or responsibilities concerning the work performed by any subcontractor.

2.3 *Scope of the RFP*

This RFP concerns the provision of specialized consultancy services to support the development and implementation of the Global Monitoring System (“GMS”) project at Empresa Brasileira de Correios e Telégrafos, a designated operator of Brazil (hereinafter “Brazil Post”). In this regard, any offer submitted by Bidders shall fulfil the requirements further detailed herein.

2.4 *Current situation*

The UPU has been charged with improving the global performance of international mail. The official size of the global letter post market is 350 billion domestic and international letter-post items and over 6 billion parcels internationally (UPU estimate for 2012).

A link between letter mail quality of service and the payments made between countries has been agreed as the method for achieving this objective. The GMS, which constitutes a neutral and independent measurement system for such a scheme, was implemented in 2009 and it is now active in over 110 UPU member countries.

Panellists which are external to DOs exchange test-letters containing a passive Ultra High Frequency (UHF) Radio Frequency Identification (RFID) transponder, which is read by RFID equipment installed at the operational facilities where the postal traffic is received and processed. This process generates the main portion of the information required to determine the quality of service, and this is a well-established technique between industrialized countries.

The new goal and challenge of the UPU is to extend the established mail measurements to national level of the mail flow, i.e. city-to-city postal exchanges within a single country, with the aim of quality improvement which shall improve the quality and efficiency of global mail services. Given that, the GMS RFID Network implemented is rapidly growing and additional technical resources are required to support UPU member countries and their DOs during certain project implementation stages.

2.5 *Objectives*

The UPU wishes to contract providers of specialized consultancy services in order to support the development of required software tools required for implementation of the GMS project at Brazil Post, in accordance with the specific knowledge, skill set and experience requirements and associated conditions specified herein. The selected Vendor shall provide, under supervision of the UPU, services on a “time and materials” basis, including without limitation the following activities:

- Manage the full project lifecycle from Initiation/Envisioning through Development, Stabilization (Test/QA) and Deployment to deliver a software project based on the project goals;
- Assist in the definition of functional requirements and system architecture as well as application design needs in accordance with the project parameters established by the UPU for Brazil Post;

- Plan activities with key milestones, monitoring progress against plans, and determine appropriate corrective actions if straying from plan;
- Lead planning, controlling and co-ordination of a multidisciplinary project team from different countries/cultures providing timely feedback on progress;
- Participate in the definition of scope for further verification, control and negotiation with an external software developer company;
- Ensure due organization and efficient communication with all relevant project stakeholders (as defined by the UPU) in order to manage risks and issues to prompt and successful closure;
- Reporting to the UPU expert team to ensure project delivery according to established requirements;
- Support ongoing improvements and initiatives with a view to implementing best practices for effective project and change management frameworks;
- Provide the services under a flexible schedule to accommodate various time zone requirements;
- Ensure travel availability of consultants as required by the UPU.

The UPU shall remain responsible for overall supervision of the services provided by the Vendor, including management of the overall scope of the project, approaches taken, development platforms and technologies, schedules, modifications to the schedules, completion procedures, delivery conditions and implementation estimations.

2.6 Use of the emblem, name and initials of the UPU

Bidders shall not advertise or otherwise make public the fact that they intend to provide, are providing or have provided services to the UPU, or use the emblem, name or initials of the UPU in connection with their business for purposes of commercial advantage or goodwill without prior and explicit permission from the UPU. Bidders shall take all reasonable measures to ensure compliance with this provision by their agents, employees and subcontractors.

2.7 Collusive bidding, anti-competitive conduct or any other similar conduct

Without prejudice to the provisions contained in sections 3 and 4 below, Bidders (including their agents, consultants, employees and subcontractors) shall not engage in any collusive bidding, anti-competitive conduct or other similar conduct, in relation to:

- The preparation or submission of offers;
- the clarification of offers;
- the conduct and content of negotiations, including final contract negotiations.

For the purposes of this RFP, collusive bidding, anti-competitive conduct or any other similar conduct may include disclosure to, or exchange or clarification with, any other Bidder of information (in any form), regardless of whether such information is confidential to the UPU or to any other Bidder, in order to alter the results of the RFP in such a way that would lead to an outcome other than that which would have been obtained through a competitive process. In addition to any other remedies available to it, the UPU may, at its sole discretion, immediately reject any offer submitted by a Bidder that, in the UPU's opinion, has engaged in any collusive bidding, anti-competitive conduct or other similar conduct with any other Bidder in relation to the preparation or submission of offers, whether in respect of this RFP or other procurement processes conducted by the UPU.

2.8 Intellectual property

This RFP and all its attached documents, including any content, forms, statements, concepts, projects and procedures explicitly or implicitly forming part of this RFP, constitute the exclusive intellectual property of the UPU. This RFP is communicated to the various Bidders with the sole purpose of assisting them in the preparation of their respective offers. Any hard copies of this RFP shall be destroyed or returned to the UPU by non-selected Bidders upon request of the UPU.

2.9 Privileges and immunities

Nothing in or relating to this RFP, the activities described herein or any potential agreements related thereto shall be deemed as a waiver, expressed or implied, of any of the privileges, immunities and facilities which the UPU enjoys as a specialized agency of the United Nations system, pursuant to the Swiss Host State Act and the Agreement on Privileges and Immunities of the United Nations (on Swiss territory), the Convention on the Privileges and Immunities of the Specialised Agencies (outside Switzerland), as well as any other conventions and laws recognizing and/or granting such privileges, immunities and facilities to the UPU and its officials (such

as Decrees nos. 52.288/1963 and 63.151/1968 in the case of Brazil, or the International Organizations Immunities Act in the case of the United States of America).

Accordingly, Bidders shall expressly acknowledge and agree that the property and assets of the UPU, including any archives, data, documents and funds belonging to the UPU or held by it (including without limitation the data/hosting environments and servers pertaining to or associated with the provision of the services, as well as any data or document in any form belonging to or held by the UPU on behalf of UPU member countries and their DOs), are inviolable and shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. The Vendor shall immediately contact the UPU in case of any attempt to violate or any violation of the UPU's privileges and immunities and take any reasonable measures to prevent such a violation.

In the light of the UPU's status as a specialized agency of the United Nations (and without prejudice to the observance, by the UPU, of any sanctions established by the United Nations Security Council), Bidders shall expressly certify their legal and operational willingness and ability to provide the services on a non-discriminatory basis for the benefit of all eligible entities established and/or situated in the territory of any UPU member country, irrespective of the existence of diplomatic relations between a Bidder's country of incorporation and/or operation and any UPU member country (including its DOs).

2.10 Tax exemption

Pursuant to article III, section 9, of the Convention on the Privileges and Immunities of the Specialized Agencies, the UPU is exempt from all direct taxes and from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use.

Furthermore, the UPU, as an intergovernmental organization and a specialized agency of the United Nations, is exempt from Value Added Tax (VAT) in Switzerland (OLTVA, article 22; *Instructions 2001 sur la TVA*, articles 574, 816 and others), as well as in other countries; **therefore, any prices shall be indicated "net", without VAT or similar taxes.**

2.11 Language

Tender documents shall, in their entirety, be formulated by Bidders in English.

2.12 Signature

Tender documents shall be signed by a representative (or representatives) duly designated and authorized to act on the Bidder's behalf and with the authority to legally bind the Bidder and accept the terms and conditions of this RFP.

2.13 Participation notification

Upon receipt of this RFP, the Bidder shall send a confirmation of participation to contact person listed in following section 2.14, in line with the deadline indicated in section 2.16 below.

2.14 Contact persons

Mr. César Allende
 Universal Postal Union
 International Bureau
 Weltpoststrasse 4
 3015 BERNE
 SWITZERLAND
 Tel: +41 31 350 3281
 Fax: +41 31 352 4323
 E-mail: cesar.allende@upu.int

2.15 Further inquiries and questions

Questions regarding the content of this RFP or any requests for clarification from Bidders shall be sent in written form to the contact person listed above in section 2.14.

Answers to questions submitted by Bidders or additional information relevant to this RFP shall be forwarded by the UPU to all Bidders.

2.16 Delivery of offers and deadline

Offers (including all of the Bidder's tender documents) shall be presented as **two printed originals in a sealed envelope** and delivered **exclusively to the following address:**

Universal Postal Union
International Bureau
Att.: Secretary of the Tenders and Procurements Committee
Re: GMS SW Project Manager
Weltpoststrasse 4
3015 BERNE
SWITZERLAND

Offers shall reach the UPU at the above address **no later than 8 February 2019 at 16:00 Central European Time (CET)**. Offers received after this date will not be considered by the UPU. Moreover, offers sent by electronic mail or any means other than the sealed printed format specified above will not be accepted by the UPU.

The preparation and submission of tender documents by Bidders shall be free of charge for the UPU.

2.17 Evaluation procedure

The evaluation procedure shall be conducted at the sole discretion of the UPU in order to determine as objectively as possible the best solution from the organization's perspective, based on the received submissions and due fulfilment of the technical and financial requirements defined herein. In particular, bidders shall be evaluated in accordance with their specific background, qualifications and experience in relation to the assignment, the adequacy of their financial proposal to the maximum budget, as well as their proposed availability, methodology and work plan.

The deliberations of the UPU Tenders and Procurements Committee (TPC) are not public. The TPC shall submit a report to the Director General of the UPU International Bureau, together with its final recommendation for his assessment and confirmation.

The UPU General Terms and Conditions for the Provision of Services shall be accepted by the Bidder (attached as reference). The final terms of any resulting contract shall be defined by the UPU and accepted by the Vendor. Contract negotiations shall only start after final selection of the Vendor.

Bidders will be informed immediately after the decision is taken by the UPU.

2.18 Modification, suspension or cancellation of the RFP

The UPU reserves the right, **at its sole discretion and at any time** before conclusion of the RFP (i.e. at any time prior to the signature of the relevant contract with the Vendor), to modify, suspend or cancel all or part of this RFP.

2.19 Tentative schedule

Publication of RFP announcement	11 January 2019
Receipt of offers by the UPU (deadline)	1 March 2019, at 16:00 Central European Time (CET)
Estimated starting date of the services	1 May 2019

3 Offer structure – Response format

All information provided shall be delivered by Bidders in full conformity with the terms and conditions set out in section 2.

Moreover, the requirements stipulated in this RFP shall be covered in their entirety, according to the structure defined below and following the sequence and numbering provided in this section. The UPU shall evaluate all Bidder responses in accordance with the same structure as defined herein (including without limitation pricing structures).

For each of the requirements listed in this RFP, Bidders shall answer with one of the following statements:

- a Covered;
- b Covered, with limitations (explaining the limitations);
- c Not covered.

When the answer is "covered" or "covered, with limitations", Bidders shall provide further details and/or examples of existing implementations of their solution in the field (existing use cases).

3.1 *Cover letter*

Bidders shall submit a cover letter including:

- A statement that the Bidder has read, understands and agrees to all provisions of this RFP.
- its name, telephone number, address and e-mail address, and the name of its representatives.

The cover letter shall be signed by a representative (or representatives) duly designated and authorized to act on the Bidder's behalf and with the authority to legally bind the Bidder and accept the terms and conditions of this RFP, and shall also include a confirmation of such authorization by the Bidder, as well as a statement that the Bidder's proposed tender documents are valid for a minimum period of 90 days.

3.2 *Executive summary*

Bidders shall provide an executive summary highlighting the most important aspects of their offer.

3.3 *Bidder information*

Bidders shall provide the following information:

- a) Company organization and structure:
 - Main offices and branches;
 - Location and operating hours of helpdesk services, including contact numbers/e-mail addresses and languages;
- b) Financial data (turnover, profit, etc.);
- c) Number of employees;
- d) Partners and equity holders of the company;
- e) Company history;
- f) Market position and share in the relevant markets;
- g) Customer reference list with description of similar projects, if any;
- h) Quality management certifications and statements;
- i) Description of time schedules and availability;
- j) Presentation including a detailed background of experiences in the field and related academic records for any proposed consultants;
- k) Curriculum vitae (CV) of any proposed consultants (at least three);
- l) Reference letters (at least two per consultant).

3.4 *Subcontractor information*

Bidders shall provide a list of all of its directly involved subcontractors (if any) and specify their exact degree of involvement as may be required for provision of the services.

3.5 *Functional structure*

Bidders shall provide answers to all the requirements set out in section 4 (General requirements). The UPU shall evaluate such answers according to the same structure.

3.6 *Pricing structure*

Bidders shall provide a detailed pricing structure as required by section 4 (General requirements).

N.B. – Do not include VAT or similar taxes in any price information (see section 2.10). All price information shall be exclusively in USD. Bidders shall confirm that the USD amounts quoted are fixed and shall cover any exchange rate variations at the time of the contract (if any).

3.7 *UPU General Terms and Conditions*

Include a statement of acceptance of the UPU General Terms and Conditions for the Provision of Services, attached hereto for reference.

3.8 *Delivery and payment schedule*

Proposed delivery and payment schedules (to be agreed with the UPU).

4 **General requirements**

4.1 *Bidder requirements*

Bidders shall propose at least three consultants in accordance with the profile requirements specified herein. In this regard, Bidders shall also provide such proposed consultants' CVs and certificates for further verification by the UPU.

The proposed consultants shall be classified as junior and/or senior consultants; the UPU shall reserve the right to select different profiles according to the complexity and importance of project activities.

The UPU shall have the right to reject a proposed consultant if the individual does not fulfil the UPU's defined requirements as referred to herein.

Bidders shall describe any relevant procedures for ensuring continuity of activities/backup as well as re-training.

Bidders shall describe any relevant procedures concerning replacement of consultancy candidates based on profile requirement deficiencies discovered by the UPU.

Bidders shall describe any relevant procedures pertaining to project handling and communication.

Bidders shall confirm that they have included in their offer the provision of any necessary office furniture and supplies, Internet access, computer equipment and mobile phone as referred to in section 4.6.

Bidders shall also confirm that their offer shall cover all costs for provision of the consultancy services referred to herein. Other costs to be incurred by the Vendor, including without limitation travel costs between the Vendor's offices and any other locations specifically designated by the UPU for the performance of the services, shall be subject to prior written consent of the UPU. No other fees shall be paid, with the exception of reimbursement of other unavoidable costs incurred for successful completion of the services, equally subject to prior written consent of the UPU.

4.2 *Description of the consultancy services*

Under the overall supervision of the UPU, the Vendor shall ensure, through its consultants due coverage of a wide range of skills and abilities and play a critical role in driving software product development efforts spanning the UPU's GMS-related software platform as well as vertical applications for its scientific/analytical product lines, particularly in order to ensure due implementation of the GMS project for Brazil Post. Such UPU software projects follow Agile development methodologies and create products on cloud-based systems, and are generally aimed at being integrated with hardware projects that improve the visibility and quality of operational processes for UPU member countries and their designated operators.

The Vendor's consultants shall, in the role of Software Project Managers, manage day-to-day development expectations from both the UPU and Brazil Post with regard to the aforementioned software development activities, and take full responsibility on the implementation of the GMS project in Brazil. The Vendor's

consultants shall also be responsible for organizing and guiding successful implementation of any related technology projects from the collection of functional requirements until the project closure.

These consultancy services shall comprise a proactive anticipation of issues and management of any changes in requirement and/or scope, with a hands-on attitude, start-up mentality and a proven experience of managing, leading and implementing multiple stakeholder projects within a technology, logistics and governmental environment, with the ultimate goal of delivering the project on time, within budget and with a high level of satisfaction.

4.3 *Consultancy services role overview*

- **Main consultancy role** – Software Project Manager;
- **Consultancy category** - Project Management / Information Technology;
- **Location of the services** – Brasília (DF), Brazil;
- **Consultancy status** - Full-time;

4.4 *Required qualifications and experience for the Bidders' proposed consultants*

Management-specific knowledge/skills

- In-depth knowledge of project management methodology and processes;
- Ability to effectively organize and delegate work to multi-disciplined teams (staff and vendors);
- Ability to manage key deliverables and execution of tasks aligned to project strategy;
- Manage project changes in accordance with the change management plan to control scope, quality, schedule, cost and contracts;
- Motivate working teams to use appropriate tools and techniques in order to increase commitment, establish alliances and increase certainty in meeting work and critical path obligations;
- Oversight of project resources in a matrix organization to ensure task accountability, excellence in performance and adherence to policies and procedures;
- Negotiation skills/techniques with internal delivery teams or vendors to manage work execution;
- Mastery of Industry based Project Management Tools and demonstrated ability to adapt to Enterprise tools, process and workflow and IT Governance/Lifecycle management.

Personal-specific knowledge/skills

- Possesses strong analytical and problem solving skills and can apply them to complex situations;
- Inspires loyalty and trust, handles oneself ethically, demonstrates high integrity standards;
- Excellent verbal and written communication skills to communicate effectively with the project team and all levels of management within an intergovernmental organization;
- Strong interpersonal skills including mentoring, coaching, collaborating, conflict management and team building to work with a multicultural environment;
- Self-driven, motivated and ability to be productive without significant supervision.

Desired experience

- 5+ years managing software development projects in a technology and/or logistics environment with a very good sector understanding;
- 5+ years involved in large project teams (20+ people) to complete required tasks and activities creating a productive environment;
- Large experience understanding and consolidating customer's requirements, overcome objections, solving clients/projects issues and ensuring customer satisfaction;
- Have working knowledge of required software to interact/control the Automation, Manufacturing, Warehouse, and/or Distribution business sectors;
- Large management experience and proven knowledge of project management disciplines (Agile is preferred);
- Have working knowledge and skills in business process management (BPM) and corporate areas;
- Experience in developing and managing according to Key performance Indicators (KPIs);
- Proficiency in managing project resources across infrastructure and software teams.

Education

- BS or BA degree in Software Engineering, Computer Science or equivalent Engineering degree;
- PMP and/or SCRUM Master certification is a must.

Language skills

- Proficiency in Portuguese and English shall be required, with solid communication skills in both written and oral form.

4.5 *Location of the services and office equipment including furniture*

The Vendor's consultants shall be located in Brasilia (DF), Brazil, and be required (unless otherwise specified by the UPU) to work from their own office, home office (and in the field during visits to the project team)

4.6 *Office equipment including furniture*

The Vendor's consultants shall be responsible for providing necessary efficient working equipment such as:

- Office desk;
- Internet access;
- Portable computer with the latest version of the Microsoft Office application package;
- Mobile phone with an international prepaid SIM card for global communications.

The Vendor's consultants shall coordinate and work closely with the UPU (as instructed by the latter), and may be required from time to time to carry out certain tasks from the headquarters of the UPU in Berne, Switzerland.

4.7 *Estimated duration of the services*

The services are expected to have a duration of 12 (twelve) months covering part-time activities during the first implementation phase of a specific project in Brazil, with an **expected starting date from 1 March 2019**.

4.8 *Costs*

Bidders shall provide a detailed pricing structure as follows:

- Costs on a daily and yearly base per consultant;
- Costs per office equipment including furniture as requested in section 4.6;
- A general description on the pricing structure of the services offered.

The Vendor shall be paid per actual consulting day. The work shall be fully invoiced monthly in arrears as delivered, and the payment remitted within 30 (thirty) days of receipt of the invoice by the UPU, provided due and final acceptance of the documentation on the amount of work performed is granted by the UPU in the form described.

In the event of sudden onsite departure of an individual consultant, the Vendor shall provide ten (10) extra consulting days at no additional charge for the replacement consultant.

Documentation on the amount of work performed shall be provided weekly by the Vendor to the UPU in an appropriate format to be agreed upon by the parties. The UPU may contest the provided time sheets within 10 (ten) working days following receipt of such documents by the UPU. In case no written contest is sent by the UPU within such period, the documentation shall be deemed as correct and the listed work deemed as delivered.

4.9 Reporting

A specific and periodic method of reporting and documentation principles within the project shall be defined between the parties.

4.10 Additional Information

Any additional information deemed necessary for better understanding, by the UPU, of the offered solution.