

# **Call for tenders**

Provision of mediation services (ombudsman)

March 2024

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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 goals 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. It does this by guaranteeing the free circulation of items over a single postal territory composed of interconnected networks, encouraging the adoption of fair common standards and the use of technology, ensuring cooperation and interaction among stakeholders, promoting effective technical cooperation, and ensuring the satisfaction of customers' changing needs. The UPU is thus expected to play a major role in the continued revitalization of postal services.

Furthermore, the UPU facilitates the development of worldwide postal services by providing an information and communication technology framework that allows the designated operators<sup>1</sup> 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 Terms and conditions

Unless otherwise indicated in this call for tenders, the term "Bidder" shall refer to any person, company or legal entity submitting a proposal in response to this call for tenders. The term "Vendor" shall refer to any selected bidder.

### 2.1 Confidentiality

Bidders shall treat in strict confidence all information contained in this call for tenders and its attached documents that is not already publicly known or generally accessible, particularly any documentation marked as confidential and distributed by the UPU to Bidders as additional confidential tender documentation. Bidders shall prevent the 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 tender process. These provisions shall not affect the legal obligations of the UPU and Bidders to disclose information.

Bidders shall not use such information for any purposes other than those associated with this call for tenders. The call for tenders and all attached documents may be distributed or made available only to persons directly involved in the tender process on behalf of Bidders. If external agents or subcontractors are involved in the preparation of the tender documents, this must be indicated and their names provided in the participation notification (see section 2.14).

Bidders shall assume full responsibility for the compliance of their agents, consultants, employees and sub-contractors, as well as any third parties involved on their behalf in this tender 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 it can prove that no fault is attributable to it. This penalty shall not exceed 50,000 CHF per infringement. Payment of any such penalties shall not release Bidders from their obligation to observe these confidentiality requirements.

<sup>&</sup>lt;sup>1</sup> In accordance with article 2.1.6 of the UPU Constitution, 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.

Bidders wishing to submit a proposal in response to this call for tenders must contact the person(s) specified in section 2.15 below and may, if necessary, request additional information from the UPU in relation to this call for tenders.

Without prejudice to the confidentiality provisions set out above, Bidders agree that the receipt of any such information 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.

### 2.2 Legal status of the Vendor

The Vendor shall be regarded as having, in law, the legal status of independent contractor. The Vendor and its agents, consultants, employees and subcontractors (as authorized by the UPU) shall in no way be regarded as employees of the UPU. Such agents, consultants, employees and subcontractors of the Vendor shall not be entitled to any employment benefits from the UPU. The Vendor alone shall be responsible for due payment of all compensation owed to such agents, consultants, employees and subcontractors, including payment of any employment taxes, benefits, compensation and insurance. The Vendor shall represent and warrant 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, including any acts or omissions, by its agents, consultants, employees and subcontractors.

### 2.3 Scope of the call for tenders

This call for tenders concerns the provision of mediation (ombudsman) services to the UPU, to provide assistance to UPU staff members, in accordance with the practices of other organizations in the United Nations system, for a period of four years.

### 2.4 Background

The UPU is a small organization with between 250 and 350 employees.

### 2.5 Objectives

The purpose of this call for tenders is to select a provider of mediation (ombudsman) services and impartial, unofficial and confidential assistance to UPU staff members – regardless of their status or the length of their contract – for the resolution of disputes.

### 2.6 Use of subcontractors

The Vendor shall not assign, sublicense, subcontract, pledge or otherwise transfer or dispose of its tender, or any of the rights and obligations contained therein or in an associated contract with the UPU, without the 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 such subcontractors.

### 2.7 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, consultants, employees and subcontractors.

### 2.8 Collusive bidding, anti-competitive practices and any other similar conduct

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

the preparation and submission of tenders;

- the clarification of tenders;
- the conduct and content of any negotiations, including final contract negotiations.

For the purposes of this call for tenders, collusive bidding, anti-competitive practices and any other similar conduct may include the disclosure to, or exchange or clarification with, any other Bidder of information (in any form), whether or not such information is confidential to the UPU or to any other Bidder, in order to alter the results of the call for tenders 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 tender submitted by a Bidder that, in the UPU's opinion, has engaged in any collusive bidding, anti-competitive practices or any other similar conduct with any other Bidder in relation to the preparation or submission of tenders, whether with respect to this call for tenders or other procurement processes conducted by the UPU.

### 2.9 Intellectual property

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

### 2.10 Privileges and immunities

Nothing in or relating to this call for tenders, 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 that 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 Specialized Agencies (outside Switzerland), and any other conventions and laws recognizing and/or granting such privileges, immunities and facilities to the UPU and its officials (such as the International Organizations Immunities Act in the case of the United States of America).

Accordingly, the Vendor 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 documents in any form belonging to or held by the UPU on behalf of UPU member countries and their designated operators), are inviolable and shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether through executive, administrative, judicial or legislative action. The Vendor shall immediately contact the UPU in the event of any attempt to violate or any violation of the UPU's privileges and immunities, and shall take all reasonable measures to prevent such violations.

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 designated operators).

### 2.11 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, as an intergovernmental organization and a specialized agency of the United Nations, the UPU 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, all prices shall be indicated in "net" form, without VAT or similar taxes.

### 2.12 Language

Bidders must submit all tender documents entirely in English or French.

### 2.13 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 call for tenders.

### 2.14 Participation notification

Upon receipt of this call for tenders, Bidders shall send confirmation of participation to the contact person(s) listed in section 2.15 by the deadline indicated in section 2.20.

### 2.15 Contact persons

Secretary of the Tenders and Procurements Committee Universal Postal Union International Bureau Weltpoststrasse 4 3015 BERNE SWITZERLAND

E-mail: caa@upu.int

### 2.16 Further inquiries and questions

Bidders must send any questions regarding the content of this call for tenders or any requests for clarification in writing to the contact person(s) listed in section 2.15 by 22 April 2024.

Answers to questions submitted by Bidders, as well as any additional information and updates relevant to this call for tenders, shall be published on the UPU website at www.upu.int/en/Universal-Postal-Union/Procurement

### 2.17 Delivery of tenders and deadline

All tenders must be submitted to the UPU by e-mail only at <a href="mailto:rep-2024-005@upu.int">RFP-2024-005@upu.int</a> with "RFP-2024-005 — Provision of mediation services (ombudsman)" as the subject line.

The deadline for the submission of tenders is 14 May 2024 at 16.00 CEST.

The UPU shall not take into consideration any tenders received after this date and time. Furthermore, it shall not accept any tenders sent to any e-mail address other than that specified above or sent by any other means.

There shall be no charge to the UPU for the preparation and submission of tender documents by Bidders.

### 2.18 Evaluation procedure

The objective of the UPU's evaluation process is to ensure the selection of a qualified, reliable and experienced Vendor capable of providing the specialized services and fulfilling the objectives set out in this call for tenders.

The UPU shall conduct its evaluation procedure with a view to determining as objectively as possible the tender that best meets its specific requirements. All tenders submitted shall be subject to an in-depth assessment, at the UPU's sole discretion, in order to enable the UPU to engage the most appropriate service provider. Due consideration will be given to Bidders' specific backgrounds, qualifications and experience in relation to the required services.

The prescribed structure of tenders, as set out in section 3, is mandatory for all Bidders. The UPU shall not take into consideration any tenders that do not fulfil the mandatory criteria.

Tenders received by the UPU must address all aspects of this call for tenders, and Bidders should identify any aspects where they envisage modifications being necessary or consider elements to be missing.

Tenders shall be evaluated on the basis of the following criteria, in descending order of importance:

- Quality of the tender (according to the specifications herein);
- Knowledge and experience of the Bidder and its team and/or consultant(s), as applicable to the subject matter:
- Price.

The winning tender will be selected based on a non-exhaustive list of criteria as set out in section 4. Bidders should therefore consider how their tender corresponds with the criteria listed and clearly indicate this in their response document.

The deliberations of the UPU Tenders and Procurements Committee (TPC) are strictly confidential. The TPC shall submit a report on its evaluation of the tenders received to the Director General of the UPU International Bureau, together with its final recommendation, for his assessment and authorization.

The UPU is not bound to accept the lowest tender and reserves the right to accept all or part of a tender. In awarding the contract, account will be taken of both the overall costs of the work and of the nature and quality of the services to be provided. The UPU reserves the right to negotiate prices and terms and conditions of contract after receipt of tenders.

Bidders will be informed of the outcome of their tender as soon as possible after the UPU has made its final selection.

### 2.19 Modification, suspension or cancellation of the call for tenders

The UPU reserves the right, at its sole discretion and at any time before the conclusion of the tender process (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 call for tenders.

### 2.20 Tentative schedule

Publication of call for tenders	28 March 2024
Deadline for submission of queries	22 April 2024
Deadline for provision of responses to queries	6 May 2024
Deadline for submission of tenders to the UPU	14 May 2024 at 16.00 CEST
Estimated start of engagement	1 August 2024

### 3 Tender structure – Response format

All information provided by Bidders must be fully compliant with the terms and conditions set out in section 2 above, as well as the provisions of this section and the service requirements listed in section 4 below.

Moreover, the requirements stipulated in this call for tenders must be met 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 structure defined herein and shall have the right to reject any tenders that do not fulfil the requirements of this call for tenders.

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

- Covered:
- Covered with limitations (explaining relevant limitations);
- Not covered.

Where 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 accepts all provisions of this call for tenders;
- The Bidder's name, telephone number, postal address and e-mail address, and the name(s) of its representative(s);
- A statement that the Bidder's tender documents are valid for a minimum period of 120 days.

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 call for tenders, and shall also include a confirmation of such authorization by the Bidder.

### 3.2 Executive summary

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

#### 3.3 Bidder information

Bidders must provide the following information:

- Company structure, locations/subsidiaries;
- Financial data (turnover, profit, etc.);
- Partners and equity holders of the company;
- Company history;
- Market position and share in relevant markets.

### 3.4 Functional/technical proposal

Bidders shall submit a functional/technical proposal addressing all of the requirements set out in section 4 (Service requirements). This proposal should outline the methodology, processes and timelines, as appropriate, that Bidders intend to implement in order to fulfil the objectives of this call for tenders.

### 3.5 Pricing structure

Companies able to conduct the activities and provide the services described below are invited to submit a tender. Prices must be indicated in Swiss francs. Separate prices must be provided for the main activities defined in the tender submission table (see Annex 1). The prices indicated must remain valid for at least six months from their final date of submission.

Prices must include all expenses incurred in relation to the activities, including travel.

Bidders should propose the most effective method of conducting the activities described in this call for tenders and ensure the best possible price-quality ratio.

Specified prices shall exclude value-added tax, as the UPU is exempt from this and other taxes.

In addition to providing details of the activities and services proposed, Bidders' documents must include general information relating to the company, owner(s) and number of employees, as well as information on the qualifications and experience of the employees responsible for the provision of the services set out in this call for tenders, along with the financial proposal (Annex 1).

#### 3.6 Delivery and payment schedule

The target dates for provision of the services are as follows:

Start date: 1 August 2024 End date: 31 July 2028

The delivery and payment schedules should be proposed by Bidders in their pricing structures, and must be agreed with the UPU.

The services provided by the Vendor shall be invoiced in arrears on a monthly basis. The UPU will make payment within 30 business days of receipt of invoice, subject to its acceptance of the services provided and the Vendor's transmission to the UPU of any and all documentation clearly detailing the services to which the invoice pertains (in a format to be established by the UPU).

#### 3.7 UPU General Terms and Conditions

Bidders shall include in their tender a statement of acceptance of the UPU General Terms and Conditions for the Provision of Services, attached hereto for reference.

The final terms of any contract arising from this call for tenders shall be defined by the UPU and accepted by the Vendor. Contract negotiations shall commence only after the final selection of a Vendor by the UPU.

### 4 Service requirements

#### 4.1 Description of the services

The services to be provided are as follows:

- Resolution of disputes through mediation;
- Provision of advice and recommendations for change, proposing solutions to interested parties within the organization to resolve disputes, as required;
- Provision of guidance and information on the procedures to be followed, along with any other pertinent information;
- Drawing key issues to the attention of the Executive Management in order to promote healthy behaviour in the workplace.

### Mandate of the ombudsman

The role of the ombudsman is to support staff members encountering problems in the course of their work. The ombudsman endeavours to resolve disputes through mediation and relies on the provisions of the UN Charter and the Staff Rules and Regulations of the UPU International Bureau, along with the principles of justice and fairness.

The ombudsman has the authority to consider conflicts of any nature relating to employment within the UPU. The term "conflict" is to be understood in its broadest sense, covering in particular any issues pertaining to conditions of employment, administration of benefits or managerial practices, as well as professional conduct and staff relations.

Through the Human Resources Directorate (DRH), the ombudsman has access to all staff files with the exception of medical files, which are not available without the express consent of the individual concerned, and records of ongoing investigations, which remain confidential until all formal proceedings have been completed and an administrative decision taken. Reports of the Appeals Committee will be routinely sent to the ombudsman unless the appellant objects.

Any staff member may call upon the ombudsman on a voluntary basis.

#### Ombudsman services

The services of the ombudsman, including mediation, are governed by the following principles:

- Independence In the exercise of its duties, the ombudsman is structurally and functionally independent
  of all Union bodies and staff members. The ombudsman may communicate directly with the Director
  General of the International Bureau;
- Neutrality and impartiality The ombudsman is neutral and does not take the side of any party in a conflict. It does not take decisions, create or change policies, or mandate actions. It reviews each situation objectively and treats all parties equally;
- Confidentiality The ombudsman does not compile records for the UPU or any other party. It does not disclose information about individual cases or visits from staff members unless they give their permission, and cannot be compelled to testify about concerns brought to its attention. The only exceptions to this principle relate to situations where there is an imminent threat of serious harm, with this decision being at the sole discretion of the ombudsman;
- Informality The ombudsman plays an informal role and does not participate in any formal adjudicative or administrative procedures relating to concerns brought to its attention.

At the UPU's request, the ombudsman may provide the following optional services:

- Presentations to UPU staff;
- Guidance days;
- Information sessions;
- Training courses;
- Conferences.

The ombudsman will provide the necessary information for the creation of a page on the UPU intranet concerning the social counselling services proposed to staff members.

The ombudsman also plays a role in defining systemic malfunctions within the UPU International Bureau. It may prepare reports on trends and patterns, and recommend changes in policies and practices to address such malfunctions.

The employees of the ombudsman service provider must:

- Speak English and French;
- Have recognized mediation training or equivalent;
- Be approved by the UPU;
- Comply with the rules on security of access to the computer network of the UPU International Bureau via its secure portal.

### 4.2 Bidder requirements

### Settlement of disputes

The office of the ombudsman is an informal mechanism for the resolution of disputes, enabling a solution to be found without the need for recourse to official legal procedures. As deemed appropriate, the ombudsman advises staff members on the various options and opportunities available to them. It gives advice and formulates informal proposals and recommendations, as appropriate, on steps to be taken to resolve disputes, taking into account the rights and obligations binding the UPU and staff members, as well as the need for fairness.

The ombudsman does not settle disputes by defending one or the other party, but rather on the basis of the Staff Regulations and Rules, and the principles of justice and fairness. Contrary to popular belief, the ombudsman does not plead the cause of the complainant, but instead remains neutral and does not take sides.

The ombudsman may hear any of the parties to a conflict who wish to call upon its services. Parties approach the ombudsman on a voluntary basis. If necessary, the ombudsman may direct the parties towards other means of conflict resolution.

#### Mediation

Mediation is a neutral, voluntary, informal and confidential process requiring the consent of both parties. It helps the parties to a dispute to clarify and understand their respective concerns and interests, explore possible options and find solutions acceptable to all parties.

Where it appears likely that a situation could be resolved by mediation, the ombudsman may recommend this course of action. In the event of mediation, the ombudsman helps the parties to reach an agreement on a conflict or dispute, with the parties themselves remaining in control of the final decision to settle and the terms of any resolution.

The mediator is specifically trained in this field and remains entirely neutral throughout the mediation process. Mediation is considered an informal process.

### Means of action

When approached, the ombudsman has at its disposal several different means of action to assist staff members:

- Evaluation of options The ombudsman listens carefully to details of the dispute brought by a staff member and helps to develop a range of options to address the issue;
- Formulation of advice and recommendations With the express authorization of the requester and as
  a neutral third party, the ombudsman may give advice and recommend changes or options for resolving
  a dispute with other interested parties within the organization;
- Information and orientation The ombudsman may help requesters to resolve their grievances by offering guidance, information on procedures to be followed, or any other relevant information. It may provide information on formal dispute resolution procedures by referring the requester to the established organizational mechanisms;
- Conflict management coaching Conflict management coaching helps to strengthen requesters' ability
  and confidence to resolve a particular dispute, prevent or minimize conflicts and, in general, manage
  conflicts in their environment. Through such guidance and counselling, employees can explore options
  and help themselves to integrate their goals and objectives with those of the organization;
- Informal investigation Without instigating a formal fact-finding investigation, the ombudsman will often be required to informally look into the facts at the origin of a dispute. To this end, with the agreement of the requestor, the ombudsman may be required to contact the DRH, the requester's supervisors and other senior managers;
- Shuttle diplomacy The ombudsman may also use shuttle diplomacy between the requester and a colleague or management. In such cases, the ombudsman "shuttles" back and forth between the parties until they are ready to talk together or they have reached a better understanding of the situation and can reach an acceptable solution. During shuttle diplomacy, the ombudsman remains neutral and maintains confidentiality.

### Systemic malfunctions

The ombudsman also plays a role in highlighting systemic malfunctions within the UPU International Bureau. It may prepare reports on trends and patterns, and recommend changes in policies and practices to address such malfunctions.

The ombudsman may be consulted on matters of principle in cases where its views and experience may be useful.

### Presentations and training

The ombudsman may give presentations at staff meetings, guidance days, information sessions, training courses and conferences.

#### Informal role

The ombudsman plays an informal role and its primary objective is to facilitate the resolution of disputes without recourse to official complaint resolution procedures or legal proceedings. Within the framework of this informal role, the ombudsman does not participate in any formal adjudicative or administrative procedures relating to concerns brought to its attention. It does not compile records for the UPU, has no decision-making powers and cannot make definitive observations or judgements.

### Communication and reporting

If necessary, within the framework of its duties, the ombudsman may communicate directly with the Director General of the UPU International Bureau.

Furthermore, the ombudsman will present to the Director General of the UPU International Bureau a general overview of its activities and comments on policies, procedures and practices that have come to its attention. It will also report on major structural problems that it identifies or that are brought to its attention, with a view to promoting harmony in the workplace.

### Other provisions

The ombudsman may, at its discretion, decline to consider disputes that can be remedied only through means affecting the staff at large or all the members of a category of staff, or that it considers have not been brought to its attention in a timely manner or that appear to be frivolous.

The ombudsman may ask the Appeals Committee to extend the normal time limit for filing an appeal under the conditions set out in the Staff Rules.

No UPU staff member may oblige the ombudsman to testify on a matter brought to its attention.

Bidders shall demonstrate a record of satisfactory performance in similar activities (i.e. reference letters and/or work completion certificates). The business transactions and activities carried out by the Bidder must be compliant with the mandates and principles of the UPU.

### 4.3 Consultant requirements

Bidders not operating as an independent consultant should propose at least three individual consultants in accordance with the requirements specified in this call for tenders for the performance of the services and activities described herein. Bidders are required to provide the CVs and diplomas of the said consultants, as well as a letter of motivation and a brief write-up (maximum 1,000 words) of the consultants' approach and methodology with regard to the project, for further verification and evaluation by the UPU. The UPU shall have the right to reject a proposed consultant if the individual does not fulfil the UPU's requirements as defined in this call for tenders.

Bidders not operating as an independent consultant should describe any relevant procedures concerning the replacement of individual consultants if so requested by the UPU.

### 4.4 Assessment criteria

Any Bidder that meets the following criteria may submit a tender:

- Ability to provide guarantees of solvency and long-term sustainability;
- Proven ability to fulfil the conditions of the call for tenders, in terms of technical knowledge and capabilities;
- Ability to provide organizational guarantees, specifically regarding the availability and ability of its staff to execute the contract.

Bidders shall provide evidence of their ability to meet these requirements by means of a list of references.

### 4.5 Duration of services

The services are scheduled to commence in August 2024 for a total contract term of four years.

#### 4.6 Location of the services

The Vendor or its assigned consultant shall in principle work from its own premises or his/her home office.

The Vendor or its assigned consultant shall liaise 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 Reporting

The Vendor shall provide the UPU with six-monthly reports setting out the relevant services performed by the Vendor during that time frame. Such reports shall be prepared in accordance with a structure and format defined by the UPU.

An annual report must be presented to the UPU at the beginning of each year with regard to the previous year.

### 4.8 Other requirements

Bidders shall describe any relevant procedures for ensuring the continuity of the services provided and for appropriate backup and retraining, as well as any relevant procedures pertaining to project management and communication.

Bidders shall also confirm that their tender covers all costs associated with the provision of the services referred to herein. Any other costs to be incurred by the Vendor, including any travel and subsistence costs incurred in the provision of the services at locations other than its own premises and specifically designated by the UPU, shall be subject to the prior written consent of the UPU. No other fees shall be paid, with the exception of reimbursement of other unavoidable costs incurred for successful delivery of the services, which shall also be subject to the prior written consent of the UPU.

#### 4.9 Additional information

Bidders may include any additional information that they deem necessary or relevant in order for the UPU to gain a clear and detailed understanding of the services being offered.

# 1 Knowledge and experience of the service provider and its employees and/or consultants

Bidder	
Similar experience	
Years of experience in the relevant field	
Service certificates/recommendations	
Proposed employee (CV)	
Experience in the relevant field	
Knowledge of English and French	
Recognized training in mediation or equivalent	

# 2 Financial proposal – Price

	Cost (in Swiss francs)
Monthly on-call charge	
Hourly rate applicable for ombudsman services as described in this call for tenders	
Hourly rate for administrative tasks	